

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ENERGY



REMEDIAL CONSTRUCTION
COMBE FILL SOUTH LANDFILL
SUPERFUND SITE
CHESTER AND WASHINGTON TOWNSHIPS
MORRIS COUNTY, NEW JERSEY

FEBRUARY 1992

BID DOCUMENTS
IFB No. X-25633
VOLUME 1
TERMS AND CONDITIONS



509454



KEY DATES AND INFORMATIONAL FACT SHEET

SOLICITATION X-25633

REMEDIAL CONSTRUCTION AT
COMBE FILL SOUTH LANDFILL, MORRIS COUNTY

SOLE CONTACT: FRANK KUZNIACKI, CONTRACT PROCUREMENT SPECIALIST

ADDRESS: NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF PURCHASE AND PROPERTY, PURCHASE BUREAU
33 WEST STATE STREET, 9TH FLOOR
CN 230
TRENTON, NEW JERSEY 08625

PHONE: 609-777-1440

FAX: 609-633-2360

MANDATORY SITE INSPECTION: TUESDAY, APRIL 14, 1992
10:00 A.M. - 3:00 P.M.

SEE APPENDIX 2 FOR DIRECTIONS AND GROUP MEETING PLACE

MANDATORY BIDDERS CONFERENCE: WEDNESDAY, APRIL 15, 1992
9:30 A.M., WAR MEMORIAL BUILDING, TRENTON

SEE APPENDIX 2 FOR LOCATION AND DIRECTIONS

BID DUE DATE: JUNE 9, 1992, UNTIL 2:00 P.M.

SEE NOTICE TO BIDDERS IN IFB FOR LOCATION AND DELIVERY OF BID

NJDEPE FILE ROOM: 609-984-2556
TO REVIEW COPIES OF EXISTING INFORMATION ON COMBE
FILL SOUTH LANDFILL

NJDEPE SITE MANAGER: MR. EDMUND TAYLOR, 609-984-2990

TO REQUEST COPIES OF ANY CITED ADMINISTRATIVE CODES,

CONTACT: OFFICE OF ADMINISTRATIVE LAW
DEPARTMENT OF STATE
PUBLICATIONS AND FILINGS
609-588-6601

STATE OF NEW JERSEY

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ENERGY

REMEDIAL CONSTRUCTION

IFB IDENTIFICATION #X-25633

COMBE FILL SOUTH LANDFILL

BID DOCUMENTS

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STATE OF NEW JERSEY

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND
ENERGY

REMEDIAL CONSTRUCTION
IFB Identification No. X-25633

COMBE FILL SOUTH LANDFILL

WASHINGTON AND CHESTER TOWNSHIPS, NEW JERSEY

NOTICE TO BIDDERS

Sealed Bids for construction work at the Combe Fill South Landfill will be received by the State of New Jersey, Department of Treasury, Division of Purchase and Property, CN 230, 33 West State Street, 9th Floor, Trenton, New Jersey 08625, until 2:00 p.m. on June 9, 1992, at which time Bids will be publicly opened, read, and made available for inspection upon request.

The purpose of the bids is a contract for site work, landfill closure, construction of a groundwater treatment plant, operation and maintenance and construction of a gas extraction and treatment system at the Combe Fill South Landfill Site located in Washington and Chester Townships, Morris County.

Bid Documents may be examined at the office of the Division of Purchase and Property, 33 West State Street, Trenton, New Jersey. Copies may be obtained from the Supervisor, Purchase Bureau upon payment of \$ 100 (non-refundable) for each set. Neither the STATE nor the ENGINEER will be responsible for the contents or completeness of any Bid Documents obtained from other sources.

Bidders wishing to bid on this project are required to attend both a Site Inspection and a Bidder's Conference in accordance with Section 6 of the Instructions to Bidders.

Bid Security shall be provided in accordance with Section 8 of the Instructions to Bidders.

Bidders are advised to carefully review the Bid Documents and State bidding rules (New Jersey Administrative Code 17:12-1 et seq.) prior to preparing their Bids.

Commencement and completion of the Contract will be in accordance with Article 2 and Article 16 of the General Conditions.

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
DIVISION OF PURCHASE AND PROPERTY

By: _____

Frank Kuzniacki
Contract Procurement Specialist

Date: February 1992

CONSULTING ENGINEER:
O'Brien and Gere Engineers, Inc.
Raritan Plaza I
Edison, New Jersey 08837

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SECTION 1 - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders are defined in Article I of the General Conditions as supplemented by Article I of the Supplementary Conditions.

SECTION 2 - BIDS RECEIVED

- 2.1 Refer to the Notice to Bidders for information on the time and place for receipt of Bids by the STATE.
- 2.2 State bidding is governed by rules designed to protect both the Bidder and taxpayer. They assure that each Bidder is treated equally and prevent favoritism. Carefully review the rules (New Jersey Administrative Code 17:12.1 et seq.) prior to preparing a Bid. Non-compliance with Bid rules will result in Bid rejection.
- 2.3 In order to be considered, Bids must arrive at the Purchase Bureau in Trenton and be time stamped prior to the deadline in the Notice to Bidders. Appendix #1 includes a map of Trenton. The Bidder is expected to anticipate any potential delivery problems. No bids will be accepted after this date and time.

SECTION 3 - LOCATION AND DESCRIPTION OF PROJECT

- 3.1 Refer to Section 01010 of the Plans and Specifications for the location and description of the Project.

SECTION 4 - COPIES OF BIDDING DOCUMENTS

- 4.1 Refer to Notice to Bidders for information on how to obtain Bid Documents.
- 4.2 Complete sets of Bid Documents shall be used in preparing Bids; neither STATE nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 4.3 STATE and ENGINEER in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

SECTION 5 - QUALIFICATIONS OF BIDDERS

- 5.1 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefore, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.
- 5.2 As evidence of his competency to perform the Work, Bidder shall complete and submit with his Bid the Bidders Qualification Statement which is Attachment #2 hereto. Low Bidders may be asked to furnish additional data to demonstrate competency.
- 5.3 Bidder must submit evidence of Bidder's qualification to do business in New Jersey prior to execution of Agreement in accordance with Section 20 of these Instructions to Bidders. All firms incorporated outside of the State must file a Certificate of Authority with the Secretary of State at the Department of State, State House, Trenton, New Jersey.

SECTION 6 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

6.1 Examination of Documents

- A. Before submitting a Bid, each Bidder shall (a) examine the Contract Documents thoroughly, (b) visit the site (as required in Section 6.2) to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Bid Documents.
- B. Refer to the Supplementary Conditions (SC.2) for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the Work which have been utilized by ENGINEER in preparation of the drawings and specifications. STATE will make copies of such reports available at the cost (non-refundable) of reproduction to any Bidder requesting them. Such reports are not guaranteed as to

accuracy or completeness. Before submitting his Bid, each Bidder will, at his own expense, make such investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the Contract Documents.

- C. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, Plans and Specifications, and/or Drawings.

6.2 Site Inspection

- A. In order for a bid proposal to be considered for award, at least one representative of the Bidder must both attend and register at the Mandatory Site Inspection. The only date and time for the Mandatory Site Inspection is indicated herein. No appointment will be necessary. If this date changes, Bidders who requested copies of the Bid will be notified by mail. Directions to the site are included in this Bid as Appendix #2.

- B. A representative of the STATE shall be on site for the Mandatory Site Inspection on the date and at the time specified below:

Date: Tuesday, April 14, 1992

Time: 10:00 A.M.

If there is any change in this date, recipients of these Instructions will be notified.

- C. The Mandatory Hazardous Waste Site Inspection and Attendance/Liability Release Form is included as Attachment #14. Bidders must complete this form prior to attendance at the site inspection and return it to the procurement specialist there. Each individual attending the site inspection must fill out a separate form.
- D. The STATE advises prospective bidders and other persons that it is without complete knowledge as to the content and nature of the hazardous substances on the site, and in the soil, water, and air surrounding the site, and further that it is without complete knowledge as to the nature or the degree of the hazards which might arise therefrom. STATE further advises that the minimum level of protection recommended is indicated on Attachment #14. Any persons on the site must at least have this minimum level of protection. However, any person or persons who enter upon

the site, examine the site, or conduct any activity on or in the vicinity of the site do so at their own risk. STATE assumes no liability whatsoever. All persons entering the site must provide their own protective gear during the site inspection.

6.3 Bidders Conference

- A. In order for a bid to be considered for award, at least one representative of the Bidder must have been present at the Bidders Conference commencing at the time and in the place specified below. The Director of the Division of Purchase and Property or his designee may, at his sole discretion, delay the meeting for a prospective bidder who notifies the Purchase Bureau that he intends to attend but due to an emergency situation may be late. In no instance shall the Bidders Conference be delayed more than 15 minutes under this provision. Failure to attend the Bidders' Conference will result in automatic bid rejection. Bidders must complete and submit at the Bidders Conference the Mandatory Bidders Conference Attendance Form, Attachment #13 hereto.
- B. The purpose of the Bidders Conference is for the STATE to respond to questions concerning the IFB. Any changes in the IFB emanating from the Bidders Conference will be issued in a written addendum to the IFB. No questions from bidders will be accepted after the Bidders Conference and bidders may not rely on any oral answers to questions received outside of the Bidders Conference. The Conference will be transcribed and a copy of the transcription will be available to Bidders who have completed the Attendance Form upon payment of the copying costs. Should the transcription be delayed, the STATE will grant a delay to the date for receipt of Bids upon written applications by at least two Bidders. The Bidders' Conference will be held:

Date: Wednesday, April 15, 1992

Time: 9:30 A.M.

Place: Trenton War Memorial Building (See Appendix 2)

If there is any change in this date, recipients of these Instructions will be notified.

6.4 Bidder's Responsibility

- A. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section 6 and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- B. Deviations from the Bid Documents proposed in the Bidder's submissions shall not relieve the Bidder from responsibility for compliance with the Drawings and the Specifications nor will they be deemed a change in the requirements or terms of the Contract Documents should the Bidder be chosen. The Contract Documents supersede any bid submission by the CONTRACTOR.

SECTION 7 - BID INTERPRETATION AND ADDENDA

- 7.1 This IFB is issued by the Purchase Bureau, Division of Purchase and Property. For purposes of this bidding process, the Purchase Bureau is the sole point of contact between the Bidder and the STATE. Bidders should not contact the DEPE directly with questions or concerns about this IFB or the bidding process.
- 7.2 If Bidders have any questions about, or objections to, the IFB, the Division of Purchase and Property will respond to questions and exceptions posed in writing prior to or at the Bidders Conference. The Division will also respond to questions and exceptions posed orally at the Bidders Conference. No questions or exceptions received after the Bidders Conference will be answered. Any objection to the IFB must be raised prior to the Bid Opening Date or else be forever waived. Unless the Division expressly accepts an objection and makes a written addendum to the IFB, the objection shall be deemed rejected, and the original provisions of the IFB shall be deemed controlling.
- 7.3 Oral explanations or instructions given prior to award at any time other than during the Bidder's conference shall not be binding.
- 7.4 All written questions must be directed to the Procurement Supervisor designated below in advance of or at the Bidders Conference:

Mr. Leonard Romino, Supervisor
Purchase Bureau - Toxic Waste Unit
Division of Purchase and Property
Department of the Treasury
33 West State Street, CN-230
Trenton, New Jersey 08625

Carbon copies of all questions should also be sent to:

Mr. George H. Klein, Bureau Chief
Bureau of Contract Management
Division of Publicly Funded Site Remediation
Department of Environmental Protection and Energy
401 East State Street
Trenton, New Jersey 08625

SECTION 8 - BID SECURITY

- 8.1 Bidder is required to submit Bid Security with his Bid equal to five percent (5%) of the Total Amount Bid. Attachment #3, Bid Security, stating the type of bid security being submitted to meet the requirements of this IFB should be submitted with the Bid. Bid Security may be presented in the form of an Annual Blanket Bond, a certified check or a Bid Bond for this contract.
- 8.2 An Annual Blanket Bid Bond covering the period ending no sooner than 120 days after Bid Opening, and on file on or before the date and time of the Bid Opening, will be accepted as meeting the requirement for Bid Security. The Annual Blanket Bond must be in sufficient amount to cover this and previous commitments.
- 8.3 A certified check drawn to the order of the Treasurer of the State of New Jersey will be accepted as meeting the requirement of an individual Bid Bond. The check must accompany the bid. After Bid Opening the certified check may be exchanged for a Bid Bond as stipulated.
- 8.4 Any Bid Bond shall be issued in the form specified in Attachment #4, Bid Bond, and issued by a surety meeting the requirements of Article 5.1 of the General Conditions. The bid bond must accompany the bid.
- 8.5 An Irrevocable Letter of Credit payable to the Director, Division of Purchase and Property will be accepted as meeting the Bid Security requirement. The Letter of Credit must be in a form acceptable to the State from a reputable financial institution and must remain in effect for at least 120 days from the bid opening date. Bidders that plan to utilize a letter of credit as bid security are advised to submit the form of the Letter of Credit to the State for review and approval as far as possible in advance of the bid opening date. If the letter of credit submitted with the bid is in a form unacceptable to the State, the bid will be rejected.

- 8.6 The Bid Security of all Bidders will be retained until the Successful Bidder has executed the Agreement and furnished the required contract security, whereupon all Bid Securities will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Intent to Award, STATE may rescind the Notice of Intent to Award and the Bid Security of that Bidder will be forfeited to the STATE for such failure.

SECTION 9 - SUBSTITUTE MATERIAL AND EQUIPMENT

- 9.1 Whenever it is indicated in the Plans and Specifications and/or Drawings that a substitute or "or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Article 6.3 of the General Conditions which may be supplemented in the Plans and Specifications. The Contract Documents supersede any bid submissions by the CONTRACTOR.

SECTION 10 - SUBCONTRACTORS AND SUBSTITUTE PERSONNEL

- 10.1 Subcontracting is allowable for purposes of this Bid. Any intent to subcontract on the part of the Bidder must be specifically described in the Bid provided that in no such event shall the CONTRACTOR's duties, obligations, or liabilities under this contract be deemed to be diminished thereby. CONTRACTOR shall refer to Article 6.4 of the General Conditions for specific requirements governing the award of subcontracts.
- 10.2 The STATE reserves the right to disapprove the use of any subcontractors and the CONTRACTOR shall procure the services of a subcontractor acceptable to the STATE at no additional expense to the STATE. If subcontracting is planned, the Bidder must submit the additional information required in the Bidder's Qualification Statement. The CONTRACTOR is responsible for assuring subcontractor compliance with all terms and conditions of this Bid. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the STATE. MBE and WBE subcontractors must be identified in the subcontractor's lists.

- 10.3 If during the term of the contract, the CONTRACTOR cannot provide the personnel or subcontractor(s) as proposed and requests a substitution, that substitution must be equal or better in terms of qualification for services and at no extra cost. The CONTRACTOR will provide identical information as required on the original subcontractor and justification which will be forwarded to the STATE for approval of the proposed substitution of the subcontractor or personnel prior to any substitution.

SECTION 11 - PREPARATION OF BID

11.1 General Instructions

- A. The Bidder must follow the instructions contained in this document in preparing and submitting a Bid. Bidders are advised to thoroughly read and understand the entire Bid Document and any addenda prior to preparing and submitting their Bids.
- B. When the Bid is required to include price lists, product literature or other information, this material must be submitted concurrently with the Bid in order to be considered as part of the Bid. If submitted after the deadline, such information will be rejected and therefore will not be evaluated with the Bid.
- C. The Bid must be signed. Unsigned Bids or improperly signed Bids will be rejected as they have no binding effect upon the Bidder.
- D. The Bid Form must be completed in ink. Blank spaces in the Bid Form must be filled in correctly where indicated, and the Bidder must state, both in words and numerals, the prices for which he proposes to do each and every item or work. Ditto marks shall not be used.
- E. The Bid shall contain an acknowledgment of the receipt of all Bid Addenda in the space provided on the Bid Form, Attachment #1.
- F. Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed by the signatory of the Bid.
- G. The address to which communications regarding the Bid are to be directed shall be shown.
- H. Each bidder submitting a Bid, must deliver one (1) clearly marked original and should deliver twelve (12) copies of the bid package for a total of thirteen (13) submittals.

11.2 Execution of Bid

A Bidder shall execute his Bid on the Bid Form provided as Attachment #1 as stated below.

- A. A Bid by an individual shall show his name and official address.
- B. A Bid by a partnership must be executed in the partnership name and signed by a partner. His title must appear under his signature and the official address of the partnership shall be shown.
- C. A Bid by a corporation must be executed in the corporate name by an officer of the corporation and must be accompanied by a certified copy of a resolution of the board of directors (Attachment #7 hereto) authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary. The State of incorporation and the official corporate address shall be shown.
- D. A Bid by a joint venture must be executed in the joint venture name by an officer of each joint venture, with board resolutions (Attachment #7 hereto) from any corporate joint venturers. Each title must appear below the appropriate signatures.
- E. All names must be printed below the signature.
- F. Bidder's license or registration number shall be entered in the space provided on the Bid Form.

11.3 MBE/WBE Policy

It is the policy of the State of New Jersey to promote the award of contracts to minority and women-owned businesses. This policy is also shared by the Federal Agencies having substantial procurement and grant making authority over this Contract. As a result, the STATE has established "fair share" goals for this Contract and procedures towards those goals.

- A. The fair share goals are established at 12% minority and 3% women-owned business participation. Fulfillment of the goals can be achieved through subcontracting to minority and women-owned businesses or through Joint Venture arrangements.

- B. For informational purposes only, the DEPE will publish a list of MBEs and WBEs who are accepted as such by the STATE and who might be interested in becoming subcontractors or suppliers for this Contract. The CONTRACTOR does not have to use this list. Any MBE/WBE firm proposed by the CONTRACTOR must be accepted as such by the New Jersey Department of Commerce, Office of Small Business Assistance in order to qualify toward the CONTRACTOR'S fair share goals.
- C. Bidder must submit an executed copy of the MBE/WBE Certification, Attachment #12.
- D. For the MBE and WBE reporting procedures for this Contract, see Article SC-3.1 of the Supplemental Conditions.

11.4 Complaints

Where a Bidder or a subcontractor has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause, a Bidder may be bypassed for this award unless the Bidder submits with his/her bid (A) an explanation of why those past performance problems occurred; and (B) an explanation of those steps which the Bidder has taken that will preclude those problems from recurring if the Bidder is awarded this Contract. The STATE intends to consider information provided by the Bidder on Attachment #11 in this connection.

11.5 Conflict of Interest

The STATE will seek recovery of the costs of the cleanup of specific sites from any and all responsible parties and must anticipate the possibility of litigation with one or more of these parties. In order to avoid a conflict of interest or the appearance of a conflict, the STATE requires that the Bidder disclose on a "Conflict of Interest Certification," Attachment #10, any work he has done on the site of this Contract and any contractual or other business relationship occurring during the preceding five years between the Bidder, or any subcontractor of the Bidder, and any person or entity who is or may be responsible for the cleanup costs at the site.

- A. Persons and entities who may be a responsible party are listed on Attachment #10:
- B. As additional information becomes available to the STATE, The STATE reserves the right to identify, at any time additional parties who may be responsible for this site and to disqualify a bidder or terminate this Contract on that basis.

- C. A Bidder or Bidder's subcontractor will be deemed to have had a business relationship with one of the parties so named, for purposes of this section, if it has had such a relationship with a parent, subsidiary, predecessor or successor of such a party, or if it has been engaged by independent legal representatives on behalf of any of such parties as so defined. The STATE will determine whether the particular circumstances of any relationship disclosed by a Bidder will preclude the award of a contract to that Bidder.
- D. Any contract awarded hereunder will be subject to the following condition: The CONTRACTOR shall not, during the period described below, enter into or continue any contract, subcontract or business relationship of any kind, whether or not related to the subject matter of the specific engagement with any identified responsible party nor with any of their parent corporations, subsidiaries, or successors, nor with any independent legal representatives acting on behalf of said parties, without the express written permission of the STATE. As to each of the parties on said list the period covered by this restriction shall extend from the specific engagement to the complete resolution, to the satisfaction of the STATE, of all actual or potential claims of the STATE or the United States of America against said party, which claims are in any way related to the presence or former presence of hazardous substances at or near the real property referred to in the site description given in the project specific bid. The resolution of said claims shall be evidenced only by written notice from the STATE that said claim or claims have been resolved, which notice may be requested by the CONTRACTOR.

11.6 Mandatory Submission Attachments

The following documents provided as attachments with these Instructions must be filled out, signed and submitted with this bid proposal. Where documents must be filled out for subcontractors, these must also be submitted with the bid. Failure to fill out or sign the relevant portions of these documents and to submit the documents with a bid proposal shall result in rejection of that bid proposal as non-responsive to the IFB. One copy of each document is attached to the IFB. Where additional copies are required for the Bidder or any subcontractors, please photocopy the attached document or request additional copies from the Purchase Bureau. You may use this checklist as an aid in completing your bid.

Attachment #1. The "Bid Form".

_____ Submitted

Attachment #2. The "Bidders Qualification Statement".

_____ Submitted

Attachment #3. The "Bid Security Form".

_____ Submitted

Attachment #4. The "Bid Bond" required unless the Bidder is submitting a certified check or has already submitted a sufficient blanket bond.

_____ Submitted
_____ Not Applicable

Attachment #5. The "Price Schedules".

_____ Submitted

Attachment #6. A "Joint Venture Certification" required only if the bid proposal is being submitted on behalf of a joint venture.

_____ Submitted
_____ Not Applicable

Attachment #7. A "Corporate Resolution of Authority to Submit Bid Proposal" required only if the Bidder, is a corporation. A resolution must be submitted for each corporate joint venturer of a joint venture.

_____ Submitted
_____ Not Applicable

Attachment #8. An "Affirmative Action Supplement to Bid Specifications" for the Bidder, for each joint venturer of a joint venture and for each subcontractor proposed in the bid.

This attachment may be submitted with the bid, however, pursuant to Purchase and Property rules N.J.A.C. 17:12-2.5 (a), 8. and Affirmative Action regulations 1975, Chapter 127, the successful bidder has 7 days after notification of Intent to Award to submit the Affirmative Action Form.

_____ Submitted

Attachment #9. A "Hazardous Waste Contractor Disclosure Form" and a "Consent to Investigation Form" for the Bidder, including each joint venturer of a joint venture, and for each subcontractor proposed in the bid.

_____ Submitted

Attachment #10. A "Conflict of Interest Certification" for the Bidder and each subcontractor.

_____ Submitted

Attachment #11. An "Explanation of Past Problems" required only if the Bidder or his subcontractors have received written complaints from the STATE about past work with the STATE.

_____ Submitted
_____ Not Applicable

Attachment #12. A "MBE/WBE Certification"

_____ Submitted

SECTION 12 - INSURANCE AND INDEMNIFICATION

12.1 CONTRACTOR's Insurance

A. Coverage Required - This IFB requires the bidder at his own expense to provide comprehensive general liability insurance, automobile insurance, workers compensation and employers liability insurance as specified in Article 5.3 of the General Conditions.

1. Any bidder who does not provide this insurance will be disqualified.

B. Documentation of Required Insurance - The Bidder must document his compliance with the required insurance provisions of Article 5.3 of the General Conditions as follows:

1. Upon receipt of a Notice of Intent to Award a Contract (Section 20.1), the Bidder must submit certificates of insurance and Attachment #17 "Certification of Insurance Documentation" as described in Article 5.3 of the General Conditions.

12.2 Subcontractors Insurance

A. Coverage Required - Except as otherwise specified below subcontractors must provide the same coverages as those required of the CONTRACTOR in Article 5.3 of the General Conditions.

1. All subcontractors must provide the specified Workers Compensation and Employers Liability Insurance.

2. All subcontractors who will do any work at the site must provide the specified comprehensive general liability insurance and automobile insurance.

3. Any subcontractor whose work will consist solely of off-site consultation services or other off-site services not affecting the site need not provide the specified CGL or auto insurance.

4. Any subcontractor whose work will consist solely of providing off-site transportation of hazardous materials and/or disposal services need not provide the specified CGL insurance but must satisfy the liability requirements of RCRA and/or the State permits or licenses under which they operate.

B. Documentation of Subcontractors Insurance

If the Bidder proposes to use subcontractors, the documentation which the bidder submits in accordance with this Section must demonstrate either that the subcontractors' work is covered by the Bidder's insurance and/or liability guarantees or that the subcontractors maintain their own insurance and/or liability guarantees.

1. For any subcontractor who will work on-site appropriate insurance certificates for comprehensive general liability, workers compensation, employees liability and automobile insurance will be required as a condition for execution of any contract hereunder.
2. For any subcontractor whose work merely involves off-site consultation or other such off-site services, no insurance forms need be submitted with the bid, but appropriate insurance certificates for workers compensation, employers liability and any other relevant insurance will be required as a condition for execution of any contract hereunder.
3. For any subcontractor who will provide off-site transportation of hazardous materials or disposal services, proof of compliance with RCRA and/or State licensing requirements must be submitted as a condition of contract award.
4. Upon receipt of a Notice of Intent to award a contract (Section 20.1), the Bidder must submit for his subcontractors certificates of insurance and any other documentation required in Article 5.3.

12.3 Cost of Required Insurance

The costs of any required insurance or other liability guarantees proposed in his bid must be contained within the Bidder's bid price (as part of his unit prices, lump sum price or otherwise as appropriate) and may not be separately bid or billed.

12.4 Indemnification by the USEPA

The work under this IFB is being funded by the USEPA pursuant to an agreement between the USEPA and the State of New Jersey. As part of that agreement and in accordance with Section 119(e) of CERCLA, as amended, the USEPA has offered to indemnify the CONTRACTOR against third party pollution claims arising as a result of work performed under this contract.

Further information regarding indemnification by the USEPA is contained in Article 5.2 of the Terms and Conditions and Appendix #6 of this IFB.

SECTION 13 - SUBMISSION OF BID

- 13.1 Bids shall be submitted at the time and place indicated in the Notice to Bidders.
- 13.2 The Bid shall be enclosed in an opaque sealed envelope plainly marked on the outside with the name of the Bidder, his address, his license or registration number, if applicable, the name of the Project, IFB Identification Number, final bid opening date and name of procurement specialist who issued the Notice to Bidders. Bid shall be submitted with bid security and other required documents.
- 13.3 If the Bid is sent through the mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in another envelope plainly marked on the outside with the notation "Bid Enclosed". Mailed Bids shall be addressed to:

State of New Jersey
Department of Treasury
Division of Purchase & Property
(9th floor Bid Opening Room)
33 West State Street, CN 230
Trenton, New Jersey 08625

SECTION 14 - MODIFICATION OR WITHDRAWAL OF BID

14.1 Withdrawal Prior to Bid Opening:

A Bidder may withdraw his Bid before the date and time fixed for the opening of Bids by communicating his purpose in writing to the STATE. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

14.2 Modification Prior to Bid Opening:

If a Bidder wishes to modify his Bid, he must withdraw his initial Bid in the manner specified in Section 14.1 and submit a new Bid in accordance with Section 13.

SECTION 15 - OPENING OF BIDS

- 15.1 Bids will be opened as indicated in the Notice to Bidders.
- 15.2 Bids received by mail or otherwise after the time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.

SECTION 16 - BID CLARIFICATION

- 16.1 Bidders may be required to give an oral presentation of the bid to the STATE. The STATE reserves the right to request a Bidder to explain in detail how he arrived at his bid price. This will provide an opportunity for the Bidder to clarify or elaborate on his bid but can in no way change the Bidder's original bid. The STATE will schedule the time and location of these presentations.
- 16.2 The STATE reserves the right to request a Bidder to explain in detail how he/she arrived at his/her bid price. Failure to provide adequate explanations may render the bid unresponsive.

SECTION 17 - DISQUALIFICATION OF BIDDERS

- 17.1 More than one Bid for the same Work from an individual, or a firm, partnership, corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder is interested.

SECTION 18 - USE OF BIDS

- 18.1 All Bids shall remain open for 90 days after the day of the opening of Bids, but the STATE may, in its sole discretion, release any Bid and return the Bid Security prior to that date.
- 18.2 The entire content of every Bid will be publicly opened and will become a public record.
- 18.3 The contents of the Bid, as accepted by the STATE, subject to the requirements of Article 3.1 of the General Conditions, will become part of any contract awarded as a result of this Bid.
- 18.4 All Bids, being a public record, are available for public inspection. Persons who wish to inspect Bids must make an appointment with the STATE. Inspection is subject to the rules of the Purchase Bureau.

SECTION 19 - BID EVALUATION AND CONTRACT AWARD

19.1 Mandatory Requirements and Minor Formalities

- A. In order for a bid proposal to be considered responsive to this IFB, the Bidder must comply with all of the mandatory procedures and requirements of the IFB and must agree to all of the material terms and conditions contained in the IFB. Failure to do so will result in bid proposal

rejection. These mandatory requirements include, but are not limited to the grounds for automatic bid rejection listed in the rules of the Division of Purchase and Property, N.J.A.C.17:12.2.5, such as:

- Failure to sign the Bid Proposal.
- Failure to submit the Bid Proposal on time.
- Submission of Bid Proposal in pencil.
- Failure to attend Mandatory Bidders Conference or Site Inspection when required.
- Failure to file Stockholders Disclosure Form.
- Failure to initial price alterations.
- Inclusion of Cash on Delivery term in Bid Proposal.

B. However, pursuant to N.J.A.C.17:12-2.4 and depending on the circumstances, the Director may determine to waive any minor deviation from the IFB and/or any deviation from a minor formality which does not materially affect the bidding process or the contract which the STATE seeks through this IFB.

19.2 Evaluation Criteria and Procedures

All bid proposals must meet the threshold criteria for a responsible and responsive bid as defined herein. Proposals which have met the threshold criteria will be evaluated by a committee appointed by the Director from the Department of Environmental Protection and Energy and the Department of the Treasury.

A. Responsiveness

In order for a Bid Proposal to be considered responsive, a Bidder must agree to perform the Scope of Work described in the specifications, agree to the General Conditions provided in this IFB, complete the attachments provided with this IFB and submit a bid bond where required. Bidders are advised to read thoroughly the entire IFB and any addenda subsequently issued by the Issuing Office before preparing and submitting their Bids.

B. Responsibility

The STATE has adopted as its test of responsibility the Federal rules at 40 CFR Part 31. A responsible bidder must have:

- a. Financial resources, technical qualifications, experience, organization and facilities adequate to carry out the project, or a demonstrated ability to obtain these.
- b. Satisfactory performance record for completion of contracts.

- c. Accounting and auditing procedures adequate to control property, funds and assets, as required in 40 CFR Part 31.
- d. Demonstrated compliance or willingness to comply with the civil rights, equal employment opportunity, labor law and other statutory requirements under 40 CFR Part 31.

C. Evaluation Based on Price and Other Factors

The STATE intends to award this Contract to the lowest bidder that, in the opinion of the STATE, is both responsible and responsive in accordance with the criteria stated in Sections 19.2A and 19.2B of these Instructions.

The STATE reserves the right to reject any and all bids, in whole or in part as deemed to be in the best interests of the STATE.

D. IFB Requirements, Requests and Responses

This IFB contains certain requirements, certain expectations and certain requests for goods, services and information.

1. In general any IFB provision which is preceded by "shall", "must", or "is required" is mandatory and the failure to comply with that provision will be deemed a material deviation from the IFB and will result in rejection of a bid as non-responsive.
2. In general, any provision preceded by "should" or "is expected" is directory. As such, failure to comply with the provision will be considered negatively when evaluating the quality or value of the bid and when combined with other minor deviations may result in rejection of the bid.
3. In general, any provision which is preceded by "is requested" is precatory. As such, the provision indicates something that is desired by the STATE and for which a bidder will be given favorable consideration in the evaluation of bids. However, a bid will not be penalized for failing to provide an item which is merely requested.

E. Conflict of Interest With Respect to Responsible Parties

In evaluating bids, the STATE will consider whether and to what extent the bidders have done prior work on the site or have, or have had, business relationships with parties potentially responsible for hazardous wastes at the site covered by this contract and will determine whether potential conflicts of interest exist sufficient to disqualify a bidder for this contract. The nature, extent, volume and time frames of any such business relationships will be considered.

F. Investigations

1. Information submitted on the Hazardous Waste Contractor Disclosure and Consent to Investigation Form (Attachment #9) is subject to review by the State Attorney General.
2. The STATE reserves the right to obtain from sources outside the Bid any information it sees fit to determine the ability of the Bidder to supply the level of service that the STATE has a right to expect from a CONTRACTOR, including any information needed to evaluate the financial capability of the Bidder to complete the requirements of the Bid.
 - a. The STATE may contact sureties, financial institutions and prior contractors of the Bidder. The Bidder shall not obstruct STATE's reasonable requests for information.
 - b. STATE's Representatives may be assigned to visit locations presently serviced by the Bidder or to inspect Bidder's establishment/facility prior to award. Bidder shall provide all necessary access to permit such visits or inspections.
 - c. The STATE reserves the right to make announced or unannounced inspections or examinations of any laboratory which the Bidder proposes to use to provide services under this contract. Such access shall be granted whenever the laboratory is operating. The CONTRACTOR shall insert conditions adequate to provide this access to the STATE in all subcontractual agreements for laboratory services.

G. Bid Discrepancies

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and total prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units

of work and unit prices will be resolved in favor of the correct multiplied totals. In the multiplication of unit prices and units of work discrepancies between the total indicated in the Bid and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

H. Balanced Bids

The Bidder should prepare his cost proposal so that it accurately reflects the costs and profits for each task required hereunder. The STATE will not entertain any claim for additional compensation arising from the fact that a lump sum bid item or a unit price does not accurately reflect actual costs. The Bidder expressly waives the right to pursue any such claim.

19.3 Contract Award

- A. The Purchase Bureau will notify all bidders in writing of the Director's Intent to Award a Contract. Bidders not receiving an award will have ten working days to protest the award decision pursuant to the rules of the Division of Purchase and Property, N.J.A.C.17:23-3.3 et seq. For contracts involving Federal Superfund monies, bidders who have initially protested the award to the STATE may have the right to file a protest appeal with USEPA provided in the Federal rules, 40 CFR 31.36(b)(12).
- B. The STATE reserves the right to reject any and all bids, or to award in whole or in part as deemed to be in the best interests of the STATE.

SECTION 20 - PRECONDITIONS FOR CONTRACT EXECUTION

- 20.1 Subsequent to the issuance of a Notice of Intent to Award a contract, the Director will formally execute a contract for the Work under this IFB. As a precondition for final execution of any contract, the apparent Successful Bidder must submit the following documents to the Purchase Bureau. Unless the time frame is shortened by the Director for good cause or is extended by the Director at his discretion, these documents must be submitted within 15 days of receipt of the Notice of Intent to Award. Failure to timely submit the documents will result in rescission of the Notice of Intent to Award and rejection of the bid as non-responsive to the IFB.

- A. Insurance Certificates and Attachment #17 "Certification of Insurance Documentation" for all insurance or other liability guarantees required by this IFB for the Bidder and any on-site subcontractors in his Bid Proposal. Subcontractors that are not doing work at the site need only submit appropriate insurance certificates.
- B. A "Subcontractor Statement of Responsibility" (Attachment #16) for each proposed subcontractor.
- C. A Payment Bond and a Performance Bond as described in the Section 21 of these Instructions to Bidders.
- D. Where the Bidder is an out-of-state corporation, a Certificate of Authority from the Secretary of State to do business in New Jersey.
- E. Any other documentation of the bidder's proposal which is required by this IFB or otherwise required by the STATE and which is still outstanding.

SECTION 21 - CONTRACT SECURITIES

21.1 Performance Security

The successful bidder will be required to submit and maintain a one hundred percent (100%) performance security for the total amount bid on the Bid Form. Performance security shall consist of either a certified or cashier's check drawn to the order of the Treasurer of the State of New Jersey, an irrevocable letter of credit payable to the Treasurer of the State of New Jersey in a form acceptable to the STATE from a reputable financial institution, or an individual or annual performance bond issued by an insurance or surety company authorized to do business in the State of New Jersey. This requirement may also be satisfied by submitting and maintaining any combination of the above security instruments whose face values and/or penal sums add up to the total amount bid on the Bid Form. The performance security shall conform in its terms and conditions to the requirements of N.J.S.A. 2A:44-143 et seq. Performance security shall be submitted within fifteen (15) days of the date of issuance of the Notice of Intent to Award. This deadline may be extended only by written direction of the STATE.

21.2 Payment Security

The successful bidder will be required to submit a one hundred percent (100%) payment security for the total amount bid on the Bid Form. The payment security shall cover all subcontractors, materialmen et al, as required by law, for all work under the contract. This requirement may also be satisfied by submitting and maintaining any combination of the above security instruments whose face values and/or penal sums

add up to the total amount bid on the Bid Form. The payment security shall consist of a certified or cashier's check drawn to the Treasurer of the State of New Jersey, an irrevocable letter of credit payable to the Treasurer of the State of New Jersey in a form acceptable to the STATE from a reputable financial institution, or an individual or annual payment bond issued by an insurance or savings company authorized to do business in the State of New Jersey. The payment security shall conform in its terms and conditions to the requirements in N.J.S.A. 2A:44-143, et seq. Payment security shall be submitted within fifteen (15) days of date of Notice of Intent of Award. This time limit may be extended only by written direction of the STATE.

21.3 Additional Requirements

Reference is made to Article 5.1 of the General Conditions of this IFB for additional requirements regarding Performance and Payment Security.

SECTION 22 - EXECUTION OF AGREEMENT

- 22.1 The Successful Bidder, or his/her authorized representative, will be required to execute a formal Agreement, a draft copy of which is Attachment #15 hereto, within twenty (20) days from the date of the Notice of Intent to Award, but not before Contract Securities specified in Section 21 have been provided to STATE.
- 22.2 The STATE will identify, in the Notice of Intent to Award, the date and, if appropriate, the location at which the documents will be executed.
- 22.3 The date of execution of the Agreement will be the date on which all parties have signed. Unless a different date has been entered in the Form of Agreement and initialed by all parties, this date will also be the effective date of the Agreement.
- 22.4 The STATE assumes no responsibility and no liability and will not pay for any and all costs incurred by Bidders prior to execution of the Agreement.

SECTION 23 - NOTICE TO PROCEED

- 23.1 Following execution of the Agreement, work will commence upon Issuance of the Notice to Proceed as stated in Article 2 of the General Conditions.

SECTION 24 - SPECIAL REQUIREMENTS

24.1 Covenant of Non-Collusion

- A. Pursuant to N.J.S.A. 52:34-19 and consistent with Executive Order No. 189 (1988), the Bidder, by signing the Bid does hereby warrant and represent that this Contract has not been solicited, secured, or prepared directly or indirectly, in a manner contrary to the laws and regulations of the State of New Jersey and that said laws and regulations have not been violated and shall not be violated as they relate to the procurement or the performance of the Contract by any conduct as described below, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any State employee, officer or official.
- B. In connection with this contract, the Bidder shall not pay, offer to pay, or agree to pay, either directly or indirectly, in connection with this contract, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and c., in the Department of the Treasury or the Department of Environmental Protection and Energy or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- C. The Bidder shall report in writing to the Attorney General and the Executive Commission on Ethical Standards the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.
- D. The Bidder shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- E. The Bidder shall not cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Bidder or any other person.

24.2 Covenant Against Contingency Fees

Pursuant to N.J.S.A. 52:34-15, the Bidder assures that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach of violation of this assurance, the RECIPIENT shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Contract Price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

24.3 Funding

The STATE's obligation to award a contract hereunder is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the STATE for payment of any money shall arise unless and until funds are made available each year by the Legislature. The STATE reserves the right to reject Bids which exceed the approved funding limit.

GENERAL CONDITIONS
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ARTICLE 1 - DEFINITIONS

- 1.1 Wherever used in these General Conditions or in the other Contract Sections or Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof, and are binding for all sections of the Contract.

A. Defined Terms:

1. Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents.
2. Agreement: The written agreement entitled, "Purchasing Bureau Contract" between STATE and CONTRACTOR covering the Work to be performed; and other Contract Documents which are attached to the Agreement and made a part thereof.

3. Application for Payment: The form accepted by Construction Manager which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
4. Bid: The offer or proposal of the Bidder submitted on the prescribed IFB form setting forth the prices for the Work to be performed and including the information required on the mandatory IFB Attachments.
5. Bidder: Any person, firm, corporation or Joint Venture submitting a Bid for the purpose of obtaining a State Contract.
6. Bid Documents: Notice to bidders or advertisement, if any, Instructions to Bidders, other bidding information and requirements, bidding forms and attachments, contract and bond forms, the proposed Contract Documents, drawings and Addenda issued prior to receipt of Bids.
7. Bonds: Bid, performance, and labor and material payment bonds and other instruments of security.
8. Change Order: A written order to CONTRACTOR signed by STATE authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the Effective Date of the Agreement.
9. Construction Manager (CM): The NJDEPE representative with on-site responsibility for operations who ensures CONTRACTOR compliance with provisions of the Contract; prepares daily work reports; weekly work orders and work authorization; signs and certifies invoices (Form AR 50/54). In many cases the Site Manager will perform these functions instead of the Construction Manager.
10. Contract Documents: As specified in the Agreement, these may include the Instructions to Bidders, the Agreement, Addenda (which pertain to the Contract Documents), Bidding Documents, CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications, the Drawings as the same may be more specifically identified in the Agreement, together with all Modifications issued after execution of the Agreement, subject to the requirements of Article 3.1 of the General Conditions.

11. Contract Price: The moneys payable by STATE to CONTRACTOR under the Contract Documents as stated in the Agreement.
12. Contract Time: The number of days (computed as provided in Article 10) or the date stated in the Agreement for the completion of the Work.
13. CONTRACTOR: The person, firm, corporation, or Joint Venture with whom STATE has executed the Agreement. Whenever the Project is to be constructed under multiple direct contracts, the term "CONTRACTOR" shall mean the appropriate prime CONTRACTOR. Whenever a specific prime CONTRACTOR is referred to, terms such as "General CONTRACTOR", "Electrical CONTRACTOR", etc. will be used.
14. Cost Analysis: The review and evaluation of each element of contract cost to determine reasonableness, allocability and allowability.
15. Day: A calendar day of twenty-four hours measured from midnight to the next midnight.
16. Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation for final payment (unless responsibility for the protection thereof has been assumed by STATE at Substantial Completion in accordance with Article 16.7).
17. Director: Director, Division of Purchase and Property, Department of Treasury; by statutory authority, contracting officer for the State of New Jersey.
18. Drawings: The Drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.
19. Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Emergency: Any situation or circumstance which presents a substantial risk of imminent damage to the public health, welfare, or the environment.

21. **ENGINEER:** The person, firm or corporation named as such in the Agreement who is responsible for assisting NJDEPE in the management and oversight of this project.
22. **Evaluation Committee:** A team established by the Director to review and evaluate Bid Proposals and to recommend a contract award. The committee includes employees from the Departments of Environmental Protection and Energy and Treasury.
23. **Evidence Gathering CONTRACTOR:** A specialist engaged separately by the STATE to perform work concerning this site for legal purposes.
24. **Existing Data:** All documents on file with NJDEPE and EPA Region II e.g. sampling and analysis reports, site inspection reports, preliminary site assessment reports (by private consultants), Remedial Action Master Plans, and any other file notes and memos pertaining to the subject of this Invitation to Bid other than those documents specifically determined as confidential by the STATE.
25. **Field Order:** A written order issued by the Construction Manager which orders minor changes in the Work in accordance with Article 8.8, paragraph C, but which does not involve a change in the Contract Price or the Contract Time.
26. **Final Completion:** The point in the work when the ENGINEER and Construction Manager have indicated, by approval of the CONTRACTOR'S application for final payment, that all work is considered complete and all defects corrected as outlined in the final inspection report.
27. **Invoice:** State billing form AR50/54.
28. **Issuing Office:** Purchase Bureau, Division of Purchase and Property, Department of Treasury.
29. **Joint Venture:** Two or more corporations or entities that form a temporary union for the purpose of this contract.

30. Key Personnel: The CONTRACTOR'S Site Manager (individual with on-site responsibility for the CONTRACTOR) and the CONTRACTOR'S Manager for Health and Safety (individual with on-site responsibility for Health and Safety).
31. Minority Business Enterprise: A minority business enterprise is a business which is (1) certified as socially and economically disadvantaged by the Small Business Administration, (2) certified as a minority business enterprise by a State or Federal agency, or (3) an independent business concern which is at least 51 percent owned and controlled by minority group member(s). A minority group member is an individual who is a citizen of the United States and one of the following:
- a. Black American
 - b. Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America);
 - c. Native American (American Indian, Eskimo, Aleut, native Hawaiian), or
 - d. Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan or the Indian subcontinent).
32. Modifications: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A Modification may only be issued after the Effective Date of the Agreement.
33. NJDEPE: New Jersey Department of Environmental Protection and Energy.
34. Notice of Intent to Award: The written notice by STATE to the apparent Successful Bidder stating that upon compliance by the apparent Successful Bidder with the conditions precedent enumerated therein, within the time specified, but subject to the resolution of any bid protests, STATE will sign and deliver the Agreement.
35. Notice to Proceed: A written notice given by STATE to CONTRACTOR fixing the date on which CONTRACTOR is permitted to start the performance of on-site work according to the Contract Documents.

36. Price Analysis: The process of evaluating a prospective price without regard to the CONTRACTOR'S separate cost elements and proposed profit. Price analysis determines the reasonableness of the proposed Contract Price based on adequate price competition, previous experience with similar work, established catalog or market price, law, or regulation.
37. Prime CONTRACTOR: The prime contractor shall have the same meaning as the CONTRACTOR for purpose of this IFB.
38. Procurement Specialist: The Purchase Bureau representative responsible for coordinating the procurement and execution of this contract.
39. Project: The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
40. Purchase Bureau Supervisor: The Purchase Bureau representative responsible for the overall management and operation of the statewide procurement program.
41. Resident Project Representative: The authorized representative of ENGINEER who is assigned to the site or any part thereof.
42. Samples: Physical examples furnished by the CONTRACTOR to illustrate materials, equipment or workmanship, and to establish standards by which some portions of the Work will be judged.
43. Scope of Work (SOW): Those tasks delineated in the Plans and Specifications of these Contract Documents.
44. Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
45. Site: Washington Township: Block 37, lots 15, 16, 16.01 and 16.03. Chester Township: Block 17, lot 7. Adjacent properties are also included in the site solely for the purpose of installing and using monitor wells and piezometers and subject to the terms of specific access agreements.

46. Site Access: Sufficient legal authority to enter a site in order to perform a project. Unless otherwise specified, all legal site access will be secured by NJDEPE and USEPA. However, the CONTRACTOR will have responsibility for gaining physical access to the site.
47. Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
48. STATE: State of New Jersey, acting through the Director of the Division of Purchase and Property, or his designee acting under statutory authority as contracting officer for the State of New Jersey.
49. Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work on this contract.
50. Substantial Completion: For the purposes of this contract, substantial completion is defined as the point at which the CONTRACTOR'S work has been completed, the construction item can function as intended, payable items have been approved and only minor, non-billable punchlist items remain to be completed.
51. Successful Bidder: The Bidder to whom STATE makes an award based on STATE'S evaluation of bids made in response to this IFB.
52. Supplementary Conditions: Modifications and additions to the General Conditions.
53. Total Bid Price: Total firm, fixed price for the tasks covered in the bid.
54. Unit Price: A price per specified unit of measure for individual line items bid on the cost Schedules which shall incorporate all associated costs.
55. USEPA: United States Environmental Protection Agency.
56. Using Agency: Instrumentality of the State government using services furnished by the CONTRACTOR. In this instance, the using agency is NJDEPE.

57. Women's Business Enterprise: A women's business enterprise is a business which is certified as such by a State or Federal agency, or is an independent business concern which is at least 51 percent owned by a woman or women who also control and operate it. Determination of whether a business is at least 51 percent owned by a woman or women shall be made without regard to community property laws. For example, an otherwise qualified WBE which is 51 percent owned by a married woman in a community property state will not be disqualified because her husband has a 50 percent interest in her share. Similarly, a business which is 51 percent owned by a married man and 49 percent owned by a woman or women will not become a qualified WBE by virtue of his wife's 50 percent interest in his share of the business.
58. Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
59. 40 CFR, Part 33: Section 40, Code of Federal Regulations, Part 33; United States Environmental Protection Agency - "Procurement Under Assistance Agreements."
60. 40 CFR, Part 31: Section 40, Code of Federal Regulations, Part 31; United States Environmental Protection Agency - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
61. 40 CFR, Part 35, Subpart 0: Section 40, Code of Federal Regulations, 35, Subpart 0; United States Environmental Protection Agency - "Cooperative Agreements and Superfund State Contracts for Superfund Response Actions."

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Preconditions for Execution of a Contract:

- A. Prior to the CONTRACTOR executing the Agreement with the STATE, such documentation as is required to be furnished in accordance with Article 5 of the General Conditions and Sections 19, 20 and 21 of the Instructions to Bidders shall be delivered to the STATE.

2.2 Copies of Documents:

- A. STATE shall furnish CONTRACTOR with (10) copies of the General and Supplemental Conditions, Plans, and Specifications for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time; Notice to Proceed:

- A. The Contract Time will commence on the Effective Date of the Agreement. However, the CONTRACTOR may not proceed with work at the project site until he has obtained a Notice to Proceed from the STATE. The Notice to Proceed will be issued after submission and approval of the project schedule, a schedule of shop drawing submissions, a Health and Safety Plan (HASP), and the MBE/WBE Utilization Plan. All such documents shall be submitted in approvable form within 30 days of the Effective Date of the Agreement. Failure to comply with this deadline shall constitute grounds for immediate termination.
- B. The STATE will consider a delay in commencement of on-site work and an equal extension of contract time if winter weather conditions so warrant. CONTRACTOR must make written requests for the delay and agree that it would not be entitled to any damages if the delay were granted by the STATE.

2.4 Starting the Project:

- A. CONTRACTOR shall start to perform the Work on the Effective Date of in the Agreement, unless otherwise specified therein, but no Work shall be done at the site prior to the date for on-site Work indicated in the Notice to Proceed.

2.5 Before Starting Construction:

- A. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly

report in writing to ENGINEER any conflict, error or discrepancy which he may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby.

- B. Within 30 days after the Effective Date of the Agreement (unless otherwise specified in the Plans and Specifications), CONTRACTOR shall submit to ENGINEER for review and acceptance, a schedule of Shop Drawing submissions.
- C. Within 30 days after the Effective Date of the Agreement (unless otherwise specified in the Plans and Specifications), CONTRACTOR shall submit to the ENGINEER and Construction Manager for review and acceptance, a progress schedule indicating the starting and completion dates on the various stages of the Work.

The CONTRACTOR may submit a progress schedule showing a shorter time of completion than that required by Article 10 of the General Conditions of the contract. If such a schedule is approved by NJDEPE, the CONTRACTOR may attempt to complete the work within the shortened timeframe, however, neither the STATE nor the CONTRACTOR will be liable for delay if the shortened schedule is not met. If the shortened schedule is incorporated into the Contract, by mutual agreement of the parties through an approved Change Order, then either the CONTRACTOR or the STATE, or both, may be liable for delay under Article 11 and Article 14.4 respectively if the shortened schedule is not met.

- D. Within 30 days after the Effective Date of the Agreement (unless otherwise specified in the Supplemental Conditions), the CONTRACTOR shall submit to the Construction Manager for review and approval a preliminary MBE/WBE Utilization Plan to be prepared in accordance with Article SC.3 of the General Conditions.
- E. Within 30 days after the Effective Date of the Agreement, CONTRACTOR shall submit a HASP to NJDEPE. The HASP must receive NJDEPE approval before the Notice to Proceed with the site work will be issued.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, USE AND REUSE

3.1 Intent of Documents:

- A. The Contract Documents comprise the entire agreement between STATE and CONTRACTOR concerning the Work. They may be altered only by a Modification authorized by the STATE.

B. The sequence of precedence pertaining to interpretation of the Contract Documents is as follows:

1. The Agreement
2. The Bid Form submitted by the CONTRACTOR with his bid.
3. The Specifications for this Contract contained in the IFB.
4. The Drawings issued by the STATE with the IFB.
5. The Supplementary Conditions contained in the IFB.
6. The General Conditions contained in the IFB.
7. The Instructions to Bidders in the IFB.
8. The Attachments issued with the IFB.
9. The CONTRACTOR'S Bid including all Attachments.
10. Any other documents attached hereto pursuant to Article 2.1 of the Agreement.

CONTRACTOR is advised that unless the formal Agreement expressly accepts any deviation from, exceptions to or alterations of the Bid Document provisions, any deviations, exceptions or alterations contained in the CONTRACTOR'S bid shall not be considered part of the Contract and the Bid Document provisions shall be deemed controlling.

- C. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby.
- D. It is intended that the Specifications and Drawings describe a complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required shall be supplied whether or not it is specifically called for, at no additional cost to STATE.
- E. The Specifications may describe or the Drawings may show the general arrangement of an item of material or equipment when the actual details of said arrangement as proposed and supplied by that Contract vary with the source of the material or equipment. In such cases, CONTRACTOR shall bear all direct and indirect costs to accommodate the item of material or equipment furnished, whether the item of material or equipment is furnished by a manufacturer named in the Specifications or is furnished as an approved substitute or "or equal" item of material or equipment.

F. When words in the Specifications or on the Drawings, which have a commonly accepted or technical or trade meaning, are used to describe Work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect one week prior to the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of STATE, Construction Manager, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in Article 9.3.

3.2 Use of Documents

- A. The information required to be submitted with the Bid is intended to be used in evaluating the CONTRACTOR'S understanding of the project and responsiveness to the requirements of the project. Deviations from the Bid Documents proposed in the CONTRACTOR's Bid submissions shall not relieve the CONTRACTOR from responsibility for compliance with the Drawings and the Specifications nor will they be deemed a change in the requirements or terms of the Contract Documents. The Bid Documents supersede any Bid submission by the CONTRACTOR.
- B. The Contract Documents will be governed by the laws of the State of New Jersey.

3.3 Re-use of Documents:

Neither CONTRACTOR nor any subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by the STATE or ENGINEER or bearing the seal of ENGINEER; and they shall not re-use any of them on extensions of the Project or any other project without written consent of STATE and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands:

- A. STATE shall furnish, as indicated in the Contract Documents the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated in the drawings for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by STATE, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in STATE's furnishing these lands or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Article 12, 13 and 14.
- B. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. CONTRACTOR shall so confine his equipment, the storage of materials and the operation of his workers to the limits of the work and areas as shown on the drawings or approved by the ENGINEER and Construction Manager.

4.2 Physical Conditions, Investigations and Reports:

Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the Work which have been utilized by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness. The STATE assumes no liability for death or bodily injury, or property damage arising from the use of these documents. CONTRACTOR is obligated to examine the site, make his own determination of site conditions and, in accordance with Article 12.2 of these General Conditions, to promptly notify STATE of conditions differing materially from those cited in the CONTRACT documents.

4.3 Reference Points:

STATE shall provide engineering surveys for construction to establish reference points which in STATE's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), and shall protect and preserve the established reference points

and shall make no changes or relocations without the prior written approval of STATE. CONTRACTOR shall report to Construction Manager whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for and bear the cost of replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS, INSURANCE AND INDEMNIFICATION

5.1 Performance, Payment and Other Bonds:

A. CONTRACTOR shall furnish performance and payment bonds or other securities in accordance with Section 21 of the Instructions to Bidders, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall conform to the requirements of N.J.S.A. 2A:44-143 et seq. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions.

B. All Bonds shall substantially be in the forms prescribed by N.J.S.A. 2A:44-143 et seq. and be executed by such sureties as:

1. Are licensed to conduct business in the State of New Jersey, and
2. Are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where the project is located or it ceases to meet the requirements of Article 5.1.A, CONTRACTOR shall within five days thereafter substitute another Bond and surety, both of which be offered for STATE's approval.

C. In lieu of a bond, the CONTRACTOR may provide a certified or cashiers check drawn to the Treasurer of the State of New Jersey or an irrevocable letter of credit payable to the Treasurer of the State of New Jersey in a form acceptable to the STATE from a reputable financial institution.

- D. The CONTRACTOR may also satisfy the Performance and Payment security requirements by submitting and maintaining any combination of the above security instruments whose face values and/or penal sums add up to the Contract Price. If the CONTRACTOR submits a combination of performance and/or payment securities the appropriate clauses must be contained in the instruments to make clear and binding which form of security takes precedence in the event the CONTRACTOR defaults on his obligations under the contract.
- E. A check or letter of credit submitted in lieu of a Payment Bond shall remain effective for a period of one year following final completion of the contract work. By its terms the letter of credit may not be canceled and may not lapse without 30 days prior written notice to the STATE. If at any time the CONTRACTOR procures a payment bond which satisfies the requirements of this Article the STATE will accept the bond in place of the letter of credit.
- F. A check or letter of credit submitted in lieu of a Performance Bond will only be released upon submission by the CONTRACTOR of a performance bond which satisfies the requirements of this Article. By its terms the letter of credit may not be canceled and may not lapse without 30 days prior written notice to the STATE.

5.2 INDEMNIFICATION BY THE USEPA

The work under this IFB is being funded by the USEPA pursuant to an agreement between the USEPA and the State of New Jersey. As part of that agreement and in accordance with Section 119(e) of CERCLA, as amended, the USEPA has offered to indemnify the CONTRACTOR against third party pollution claims arising as a result of work performed under this contract. This indemnification by the USEPA shall be in accordance with and will be governed by Appendix #6 to this IFB which will be incorporated into any resulting contract. The State of New Jersey is not a party to this indemnification of the CONTRACTOR and will not in any case be liable for any claims brought against the CONTRACTOR. Any claims or concerns which the CONTRACTOR or any other party has with respect to this indemnification must be brought to USEPA and are not the responsibility of the STATE. In order to receive indemnification from USEPA, the CONTRACTOR must make "diligent efforts" to obtain pollution insurance as set forth in Appendix #6. The determination as to whether the CONTRACTOR has satisfied the requirements will be made by the USEPA.

5.3 INDEMNIFICATION BY THE CONTRACTOR

- A. The CONTRACTOR shall defend, indemnify, protect and save harmless the STATE, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind of nature arising out of or claimed to arise out of any negligent act, error, or omission of the CONTRACTOR, its agents, servants, employees, and subcontractors in the performance of this contract. The CONTRACTOR shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the STATE for which indemnification is provided under this paragraph, the CONTRACTOR shall, at his own expense, satisfy and discharge the same.
- B. The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR, along with full and complete particulars of the claim. If the suit is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading or other process received by the STATE or its representatives.
- C. It is expressly agreed and understood that any approval by the STATE of the services performed and/or reports, plans or specifications provided by the CONTRACTOR shall not operate to limit the obligations of the CONTRACTOR assumed in this section or in the other provisions of this contract.

5.4 CONTRACTOR's Insurance and other Liability Guarantees

The CONTRACTOR shall comply with the following insurance provisions which apply individually to both the CONTRACTOR and any subcontractors hereunder.

5.4.1 Limits of Liability Coverage

A. Comprehensive General Liability Insurance (CGLI)

The CONTRACTOR and any subcontractor performing work at the site is required to procure and maintain at his own expense comprehensive general liability coverage for work under this contract of at least one (1) million dollars per occurrence and in the aggregate. This coverage may include an exclusion for pollution claims. This requirement must be satisfied by comprehensive general liability insurance written on an occurrence basis, with coverage as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any

endorsement limiting the breadth of coverage, other than an exclusion for pollution claims. The policy shall include operations and premises liability, CONTRACTOR's protective liability, personal injury liability, an endorsement (broad form) for contractual liability, and an endorsement for broad form property damage coverage. The State of New Jersey shall be named as an additional insured. The policy shall be specifically endorsed to eliminate any exclusions for explosion, collapse and underground hazards (x.c.u).

B. Comprehensive Automobile Liability Insurance

The CONTRACTOR and any subcontractor performing work at the site is required to obtain Comprehensive Automobile Liability insurance covering owned, non-owned, and hired vehicles with minimum limits of one (1) million dollars per occurrence for bodily injury and property damage liability combined.

C. Workers Compensation and Employers Liability Insurance

The CONTRACTOR and any subcontractor is required to obtain Workers Compensation Insurance applicable to the laws of the State of New Jersey and any other state where the CONTRACTOR will be active under this contract, and Employers Liability Insurance with a limit of not less than: \$100,000 per occurrence for bodily injury liability; \$100,000 occupational disease each employee; and \$500,000 aggregate occupational disease. The policy shall be endorsed to include coverage under the United States Longshoremen's and Harbor Worker's Compensation Act and any other federal Workers Compensation Law to the extent that it applies to the CONTRACTOR's operations.

D. RCRA and License Liability Guarantees

The CONTRACTOR or any subcontractor performing off-site transportation or disposal of hazardous materials must comply with the liability requirements of RCRA and/or other applicable federal or state license or permits required for the work.

5.4.2 Certificates of Insurance

- A. Insurance shall be procured from insurance companies admitted or approved to do business in the State of New Jersey. Insurance Certificates shall be from licensed insurance brokers or agents. Insurance certificates submitted for this contract shall specify:

1. the names of the insurance companies;
 2. the effective dates of the policies;
 3. the levels of coverage on a per occurrence and aggregate basis;
- B. In addition to the insurance certificates noted above, Attachment #17, "Certification of Insurance Documentation" must be completed and signed by a licensed insurance broker or agent and submitted by the contractor to further document his and his on-site subcontractors' compliance with the insurance provisions of this contract.
- C. The certificates shall provide for thirty (30) days notice, in writing, to the STATE prior to any cancellation, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this contract. The CONTRACTOR shall further be required to provide the STATE with valid certificates of renewal of the insurance upon the expiration of the policies. The CONTRACTOR shall also, upon request, provide the STATE with copies of each policy required under the contract certified by the agent or underwriter to be true copies of the policies provided to the CONTRACTOR.
- D. In the event that the CONTRACTOR provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the CONTRACTOR is required by terms of this contract to maintain insurance, said certificates shall be acceptable, but the CONTRACTOR shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance no less than 30 days prior to the expiration of the old policies.
- E. All certificates and copies of insurance policies shall be forwarded to:

Leonard J. Romino, Supervisor
Purchase Bureau, Toxic Waste Procurement Unit
Division of Purchase and Property
Department of Treasury
33 West State Street
Trenton, New Jersey 08625

5.4.3 Maintenance of Insurance

In the event the CONTRACTOR fails or refuses to renew any of its insurance policies to the extent required by this contract, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this contract, and the CONTRACTOR does not otherwise satisfy the liability guarantees required by this contract, the STATE may refuse to make payment of any further monies due under this

contract or refuse to make payments of monies due or coming due under other Agreements between the CONTRACTOR and the STATE. The STATE, in its sole discretion, may use monies retained under this paragraph to renew the CONTRACTOR's insurance for the periods and amounts referred to above. During any period when any required insurance is not in effect and the CONTRACTOR does not otherwise satisfy the liability guarantees required by this Contract, the STATE may at its option, either suspend work under this Contract, or proceed to default the CONTRACTOR and thereby terminate this Contract.

5.4.4 Disclaimer

The CONTRACTOR expressly understands and agrees that any insurance protection or other liability guarantees required by this contract shall in no way limit the CONTRACTOR's obligations assumed in the contract, and shall not be construed to relieve the CONTRACTOR from liability in excess of such coverage or guarantees, nor shall it preclude the STATE from taking such other actions as are available to it under any provision of this Contract or otherwise in law.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendent

- A. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- B. CONTRACTOR shall keep on the Site at all times during working hours a competent resident superintendent, who shall not be replaced without written notice to STATE and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR. To enable a reliable degree of communication to be maintained between the STATE and CONTRACTOR through the resident superintendent, the superintendent must be able to speak, read and understand the English language and must be able to communicate effectively with all his subordinates at the site.

6.2 Labor, Materials and Equipment

- A. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary conditions, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any State legal holiday without STATE's written consent given after prior written notice to Construction Manager.
- B. CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. Except as otherwise specified elsewhere, CONTRACTOR shall furnish all fuel, power, light, heat, telephone, water and sanitary facilities necessary for the execution, testing, start-up and completion of the Work.
- C. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.
- D. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to impose on ENGINEER or STATE responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.
- E. The CONTRACTOR shall condition any contract for supplies, services, materials or equipment with a disclaimer of any responsibility by the STATE to satisfy that Contract. The CONTRACTOR shall be solely responsible for any payment to suppliers, material, and shall hold the STATE harmless therefor.

6.3 Substitutions:

Whenever it is indicated in the Plans and Specifications or Drawings that a substitute or "or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, materials or equipment of other manufacturers, fabricators, suppliers or distributors other than those specified may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent to that named. The procedure for review by ENGINEER will be as set forth in Articles 6.3 Paragraphs A and B below and may be supplemented in the Plans and Specifications.

- A. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not interfere with CONTRACTOR'S timely achievement of Substantial Completion, whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain a statement that CONTRACTOR agrees to pay all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute. ENGINEER will be allowed 15 days from date of receipt of CONTRACTOR'S request for evaluation of the proposed substitute. ENGINEER will be the sole judge of acceptability and no substitute will be ordered or installed without ENGINEER'S prior written acceptance. CONTRACTOR shall have no claim for damages against STATE as a result of ENGINEER'S decision to reject the acceptability of any substitute items of material and/or equipment. STATE may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

- B. ENGINEER will record time required by ENGINEER and ENGINEER'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Drawings or Specifications occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse STATE for the charges of ENGINEER and ENGINEER'S consultants for evaluating any proposed substitute. The foregoing shall not be deemed to constitute a contractual agreement between the STATE and the ENGINEER.

6.4 Concerning Subcontractors:

- A. CONTRACTOR shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom STATE or ENGINEER may have reasonable objection. Acceptance of any Subcontractor, other person or organization by STATE or ENGINEER shall not constitute a waiver of any right of STATE or ENGINEER to reject defective Work. CONTRACTOR shall submit a "Hazardous Waste Contractor Disclosure Form" and "Consent to Investigation Form" (Attachment #9 hereto) for each subcontractor. The CONTRACTOR shall also submit a "Subcontractor Statement of Responsibility" (Attachment #21 hereto) for each subcontractor. If during the term of the contract, the prime contractor cannot provide the personnel or subcontractor(s) as proposed and requests a substitution, that substitution must be equal or better in terms of qualification for services at no additional cost to the STATE. The prime contractor will provide identical information as required for the original personnel or subcontractor and justification which will be forwarded to the Construction Manager and Director of Publicly Funded Site Remediation for approval of the proposed substitution of the personnel or subcontractor prior to any substitution. If the substitution replaces an MBE/WBE subcontractor, the CONTRACTOR will be required to amend the MBE/WBE Utilization Plan and submit it to the Construction Manager pursuant to the requirements of Article SC-3.1 of the Supplementary Conditions.
- B. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between STATE or ENGINEER and any subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any

obligation on the part of STATE or ENGINEER to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as may otherwise be required by law. STATE or ENGINEER may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

- C. The Divisions, Articles and Paragraphs/Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among subcontractors or delineating the Work to be performed by any specific trade.
- D. All Work performed for CONTRACTOR by a subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of STATE and the ENGINEER. Such Contract shall specifically hold the STATE and ENGINEER harmless for any payments due the subcontractor and shall specify that the subcontractor is acquainted with the Contract Documents and agrees thereto. The CONTRACTOR shall provide the STATE with copies of all such subcontractor agreements.
- E. CONTRACTOR shall pay each subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies carried pursuant to Article 5.

6.5 Ownership of Material

Ownership of all data, samples, material, evidence and documentation gathered, originated or prepared for the STATE by the CONTRACTOR or his subcontractors during the performance of his contractual responsibilities pursuant to this Contract shall belong exclusively to the STATE. This requirement is subject to the rights of the USEPA under any cooperative agreement. Any such data, samples, material, evidence and documentation shall be delivered to the STATE in a timely manner upon request by the STATE at the location specified in that request.

6.6 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of STATE or ENGINEER its use is subject to patent rights or copyrights calling for the payment

of any license fee or royalty to others, the existence of such rights shall be disclosed by STATE in the Contract Documents. CONTRACTOR shall indemnify and hold harmless STATE and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.7 Licenses, Permits and Certificates:

- A. Unless otherwise indicated in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction and other permits and licenses and shall maintain any other permits necessary for this Contract. STATE shall assist CONTRACTOR, when appropriate in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bid. CONTRACTOR shall also pay all charges of utility service companies for connections to the Work, and STATE shall pay all charges of such companies for capital costs related thereto. Site specific documents (e.g., discharge permits) shall be submitted prior to the issuance of a Notice to Proceed.
- B. The CONTRACTOR will promptly notify the STATE prior to and after award, of the receipt of any communication from the Assistant Administrator for Enforcement, USEPA or his or her designee, indicating that any firm or facility which he or his subcontractors propose to use for the performance of the Contract is under consideration to be listed on the USEPA List of Violating Facilities or has been notified of a permit violation. The result of this disclosure may affect the CONTRACTOR's right to use the firm or facilities.
- C. The CONTRACTOR shall notify the STATE of any change in the condition or status of any license or permit required hereunder and of any disciplinary proceedings regarding such licenses and permits.

6.8 Laws and Regulations:

In performing his responsibilities under this contract, the CONTRACTOR must comply with local, State and Federal laws, rules and regulations applicable to this contract and to the work to be done hereunder. Failure to comply will constitute a material breach of this contract and grounds for termination.

6.9 Taxes:

- A. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the jurisdiction where the work takes place.
- B. The STATE is exempt from New Jersey Sales or use taxes and Federal Excise Taxes and will not reimburse CONTRACTOR for taxes for which STATE is exempt. STATE's Federal Excise Tax Number is 22-75-0050K.

6.10 Use of Premises:

- A. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.
- B. During progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by STATE. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.
- C. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- D. CONTRACTOR shall cooperate with and not interfere with any other contractor engaged by the STATE to perform services at the site.

6.11 Record Documents:

CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and Samples at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER and Construction Manager for examination and shall be delivered to STATE upon completion of the Work.

6.12 Safety and Protection:

A. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work as well as conforming to all requirements of the HASP. The CONTRACTOR and any subcontractors performing work under this Contract shall provide and utilize appropriate protective clothing and equipment which meet all applicable OSHA and other public safety standards and which otherwise meet the highest standards for safety in the industry. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Work and other persons who may be affected thereby including subcontractors and their employees;
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. CONTRACTOR shall cooperate with the utility owner in the protection, removal, relocation or replacement of such utility property. All damage, injury or loss to any property referred to in Paragraph A.2 or A.3 of this Article 6.12 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of STATE or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in

whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to STATE and CONTRACTOR in accordance with Article 16.9 that the Work is acceptable.

- C. Pursuant to the requirements of these Contract Documents, STATE will require as condition of any of the CONTRACTOR's and subcontractor's personnel entering the site, proof of compliance with medical surveillance program furnished as part of the Site Specific Health and Safety Plan (HASP).

6.13 Emergencies:

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or STATE, is obligated to act to prevent threatened damage, injury or loss in accordance with the emergency procedures outlined in the HASP. CONTRACTOR shall give STATE and ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

6.14 Shop Drawings and Samples:

- A. After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval, in accordance with the procedures specified in the General Requirements, copies of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable ENGINEER to review the information as required.
- B. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all Samples required by the Contract Documents. All Samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.
- C. At the time of each submission, CONTRACTOR shall in writing call ENGINEER'S attention to all deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents.

- D. ENGINEER is responsible for reviewing and approving shop drawings and/or samples promptly and within 15 days from receipt from CONTRACTOR. If a shop drawing or sample is not approved on a timely basis, and if CONTRACTOR wants to reserve the right to file a claim for delay, CONTRACTOR must provide written notice to STATE in accordance with Article 14.1. STATE shall have 10 days from the receipt of written notice to cure the problem during which time no damage will accrue to STATE as a result of the ENGINEER's failure to approve shop drawings on a timely basis. If STATE fails to cure the problem within 10 days CONTRACTOR shall have the right to assert a claim in accordance with Articles 12 and 13. ENGINEER'S review and approval of Shop Drawings or Samples shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make all corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. CONTRACTOR'S stamp of approval on any Shop Drawing or Sample shall constitute a representation to STATE and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.
- E. Where a Shop Drawing or Sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by ENGINEER.
- F. ENGINEER'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any deviations from the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to such deviation at the time of submission and ENGINEER has given written concurrence and approval to the specific deviation, nor shall any concurrence and approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or Samples.

6.15 Continuing The Work:

CONTRACTOR shall carry on the Work and maintain the progress schedule during all disputes or disagreements with STATE. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and STATE may otherwise agree in writing or except as pursuant to Article 15.5 of these General Conditions.

6.16 Conflict of Interest:

A. RESPONSIBLE PARTIES

The CONTRACTOR shall not, during the period described below, enter into or continue any contract, subcontract or business relationship of any kind, whether or not related to the subject matter of the specific engagement with any party identified by the STATE as potentially responsible for the site of this Work nor with any of their parent corporations, subsidiaries, or successors, nor with any independent legal representatives acting on behalf of said parties, without the express written permission of the STATE. As to each of the parties identified by the STATE, the period covered by this restriction shall extend from the specific engagement to the complete resolution, to the satisfaction of the STATE, of all actual or potential claims of the STATE or the United States of America against said party, which claims are in any way related to the presence or former presence of hazardous substances at or near the real property referred to in the site description given in the project specific bid. The resolution of said claims shall be evidenced only by written notice from the STATE that said claim or claims have been resolved, which notice may be requested by the CONTRACTOR.

B. STATE EMPLOYEES, OFFICERS AND AGENCIES

The CONTRACTOR shall not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in the CONTRACTOR to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with this contract, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported

in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

6.17 Ongoing Obligation to Inform

The CONTRACTOR shall immediately inform the STATE of any material changes in the information submitted in his bid or otherwise contained in the Contract Documents. Failure to do so will be considered a material breach of Contract.

6.18 ASSIGNMENT OF CONTRACT

The contract may not be assigned by the CONTRACTOR, in whole or in part, without the prior written consent of the Director. Such consent, if granted, shall not relieve the CONTRACTOR of any of his responsibilities under the contract.

ARTICLE 7 - WORK BY STATE

- 7.1 STATE may perform additional work related to the Project by himself, or have additional work performed by other contractors or by utility service companies or let others direct contracts therefor.
- 7.2 If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility service company (or STATE), CONTRACTOR shall inspect and promptly report to Construction Manager in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to so report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent defects and deficiencies in the other work.
- 7.3 CONTRACTOR shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.
- 7.4 If the performance of additional work by other contractors or utility service companies or STATE was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional

work by STATE or others involves additional expense or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 13 and 14 provided that the CONTRACTOR will make no claim which is barred by the provisions of Article 14.3.

ARTICLE 8 - STATE'S RESPONSIBILITIES

- 8.1 STATE shall issue all communications to CONTRACTOR through the Construction Manager or his designee.
- 8.2 In case of termination of the employment of ENGINEER, STATE shall appoint an engineer whose status under the Contract Documents shall be that of the former ENGINEER.
- 8.3 STATE shall furnish the data required of STATE under the Contract Documents promptly and shall make payments to CONTRACTOR as provided in Article 16 of the General Conditions.
- 8.4 STATE's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Articles 4.1 and 4.3. Article 4.2 refers to STATE identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect performance of the Work which have been utilized by ENGINEER in preparing the Drawings and Specifications.
- 8.5 In connection with STATE's rights to request changes in the Work in accordance with Article 12, STATE (especially in certain instances as provided in Article 12.1) may execute Change Orders.
- 8.6 STATE's responsibility in respect of certain inspections, tests and approvals is set forth in Article 15.3.
- 8.7 In connection with STATE's right to stop Work or suspend Work, see Article 15.5 and Article 17.1. Article 17.2 deals with STATE's right to terminate services of CONTRACTOR under some circumstances.
- 8.8 Construction Manager:
 - A. STATE shall designate an employee to represent the STATE during the project. This employee shall be designated as Construction Manager. The duties and responsibilities and limitations of authority of Construction Manager during construction are set forth in the Contract Documents.

- B. Construction Manager may conduct on-site inspections to check the progress, quality, and quantity of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The right to conduct on-site inspections will not alter the responsibilities of the CONTRACTOR or ENGINEER as stated herein.
- C. Construction Manager shall have the authority to issue Field Orders which would result in a Change Order but which do not involve a change in the Contract Price or Contract Time. Examples of this type of order include, but are not limited to, a Work Stoppage Order and orders to redirect the locus of the work.
- D. Construction Manager shall have the right of review and approval of all change orders prepared and recommended by ENGINEER.
- E. Construction Manager shall have the authority to require special inspection or testing of the work as provided in Article 15.0 whether or not the work is fabricated, installed or completed.
- F. Construction Manager shall review applications for progress payments and determine the amounts due the CONTRACTOR based on recommendations by the ENGINEER. The Construction Manager will issue the inspection findings from the project inspections taken to determine substantial completion and final acceptance of the work.
- G. Neither Construction Manager's authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by the ENGINEER or Construction Manager in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of STATE to CONTRACTOR, any subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the Work.
- H. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Construction Manager as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term

or adjective never indicates that STATE, by acts of Construction Manager or otherwise, shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Articles 8.9 and 8.10.

- 8.9 STATE will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and STATE will not be responsible for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.
- 8.10 STATE will not be responsible for the acts or omissions of CONTRACTOR or of any subcontractors, or of the agents or employees of any CONTRACTOR or subcontractor, or of any other persons at the site or otherwise performing any of the Work.
- 8.11 STATE will be responsible for this Contract only to the extent of annual funding made available for these purposes by the Legislature.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1 ENGINEER'S Status:

- A. The duties and responsibilities and the limitations of authority of ENGINEER during construction are set forth in the Contract Documents and shall not be extended without written consent of STATE and ENGINEER.

9.2 Visits to Site:

- A. ENGINEER will make on-site inspections to check the quality or quantity of the Work. ENGINEER may make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will inform Construction Manager of the progress of the Work and recommend appropriate changes.

9.3 Clarifications and Interpretations:

- A. ENGINEER with concurrence of Construction Manager will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 13 and 14.

9.4 Special Inspections:

- A. ENGINEER will be responsible for making recommendations to the Construction Manager to require special inspection or testing of the Work as provided in Article 15.0 whether or not the Work is fabricated, installed or completed.

9.5 Project Representation:

- A. If STATE and ENGINEER agree, ENGINEER will designate a Resident Project Representative to assist ENGINEER in the performance of the ENGINEER'S duties.

9.6 Decisions on Disagreements:

- A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims and disputes between the CONTRACTOR and STATE and/or ENGINEER relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this Paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim or dispute shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. In his capacity as interpreter and judge, ENGINEER will not show partiality to STATE or CONTRACTOR and will exercise good faith when acting in such capacity.

9.7 Limitations on Engineer's Responsibilities:

- A. Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the Work.
- B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is

intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Articles 9.7C or 9.7D.

- C. ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.
- D. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any subcontractors, or of the agents or employees of any CONTRACTOR or subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CONTRACT TIME

- 10.1 The Contract shall be substantially completed, with the exception of Operation and Maintenance of the facility covered under bid items 61 and 62, within 915 calendar days of the effective date of the Agreement, unless a work stoppage order or suspension require a later completion date. All Contract Work shall be finally completed within 975 calendar days from the effective date of the agreement with the exception of Operations and Maintenance of the facility covered under bid items 61 and 62.
- 10.2 The CONTRACTOR shall be subject to the liquidated damages provision of the Agreement for failure to substantially complete the Contract, with the exception of Operation and Maintenance, within 915 calendar days from the effective date of the Agreement. The CONTRACTOR shall also be subject to liquidated damages for failure to finally complete all Contract Work, with the exception of Operation and Maintenance work, within 975 calendar days from the effective date of the Agreement.
- 10.3 If circumstances beyond the control of the CONTRACTOR result in a delay in the Work, it is the responsibility and obligation of the CONTRACTOR to make the details known immediately to the STATE.
- 10.4 Any extension of the contract time frames must be approved by the STATE.

ARTICLE 11 - LIQUIDATED AND ADDITIONAL SPECIAL DAMAGES

11.1 Liquidated Damages:

- A. In the event that the CONTRACTOR fails to achieve Substantial Completion in accordance with Article 16.6A of the General Conditions (Substantial Completion) and/or fails to achieve Final completion in accordance with Article 16.10A (Final Payment and Acceptance) within the times specified in Article 10.2 above, the STATE may, at its sole option, either assess liquidated damages as set forth herein or seek other remedies at law.
- B. STATE and CONTRACTOR recognize that time is of the essence as to both Substantial Completion and Final Completion, and the STATE will suffer financial loss, apart from the costs described in Article 11.2, if Substantial Completion and/or Final Completion are not achieved within the times specified herein. STATE and CONTRACTOR also recognize that there will be delays, expenses and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the STATE if Substantial Completion or Final Completion is not achieved on time. Accordingly, instead of requiring any such proof, STATE and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay STATE \$1,500.00 for each calendar day that expires after the time specified for either Substantial Completion or Final Completion, however, an allowance shall be made for any extensions granted in accordance with Article 14 of the General Conditions. The foregoing liquidated damages shall be assessed on a cumulative basis, i.e., in the amount of \$3,000.00, should the CONTRACTOR fail to both achieve Substantial Completion and accomplish Final Completion within the requisite times.

11.2 Additional Special Damages:

In addition to the amount provided for liquidated damages, CONTRACTOR shall pay STATE the actual costs reasonably incurred by STATE for engineering and inspection forces employed on the Work for each day that expires after the time specified in Article 10.1 for Substantial Completion and for each day that expires after the time specified in Article 10.2 for Final Completion, including any extensions thereof made in accordance with Article 14 of the General Conditions, until the Work is substantially complete or finally complete as applicable.

- 11.3 STATE may deduct the amount of liquidated damages and additional special damages from any monies due CONTRACTOR under this Agreement.

ARTICLE 12 - CHANGES IN THE WORK

12.1 Change Order

- A. Any modifications of the price, Scope of Work or terms and conditions of the Contract must be done by written Change Order approved by the STATE.
- B. The STATE may at any time, without notice to any surety, issue a written Change Order which changes the work within the general scope of this Contract, including but not limited to changes:
 - 1. In the specifications (including drawings and designs);
 - 2. In the time, method or amount of performance of the Work; and
 - 3. In the facilities, equipment, materials, or services which will be furnished by the STATE.
- C. The STATE may recognize as a Change Order any other written order (including direction, instruction, interpretation or determination) which has been authorized by the STATE and which the STATE determines has caused a change in the Work, provided the CONTRACTOR has given the STATE timely written notice within 15 days of the STATE's written order stating the date, circumstances and source of the STATE's order, why the CONTRACTOR regards the order as a change in the work, and an initial estimate of the change order. The CONTRACTOR must submit a final claim with supporting data within 45 days of the written order.
- D. The STATE may also authorize a Change Order where the CONTRACTOR experiences a delay approved or caused solely by the STATE or encounters differing site conditions as discussed below or where the NJDEPE has asked the CONTRACTOR to perform emergency services which could not await the execution of a written authorization from the STATE.
- E. Except for emergency services specifically authorized as such by the NJDEPE pursuant to paragraph D, no services beyond the Contract's requirements for which the CONTRACTOR expects additional compensation should be furnished without the written authorization of the STATE.

- F. Any claim or request for an equitable adjustment of the price, schedule or other contract provision from the CONTRACTOR must be initially asserted in writing no later than 15 days from the act which is claimed to be a Change Order and must include an estimate of the claim and the date it accrued, a description of the circumstances and source of the Change Order, and an explanation of why the act should be regarded as a change order. The CONTRACTOR must then submit a final claim with supporting data no later than 45 days from the act.
- G. If any Change Order under this article causes an increase or decrease in the CONTRACTOR'S cost or the time required to perform any part of the Work under this Contract, the STATE shall make an equitable adjustment of the price and/or schedule for the Contract consistent with Articles 13 and 14 below.
- H. Except as provided in this article, no order, statement or conduct of the STATE shall be treated as a Change Order or entitle the CONTRACTOR to an equitable adjustment. CONTRACTOR expressly waives the right to any claim which is not submitted in compliance with this article.
- I. No request by the CONTRACTOR for any equitable adjustment shall be allowed if made after final payment for Work under this Contract.
- J. No Change Order or claim by the CONTRACTOR or invoice for work thereunder will be accepted until the STATE's Contract and Modification and Proposal Form (DMW-042) has been properly completed, signed and submitted by the CONTRACTOR.

12.2 Differing Site Conditions

- A. The CONTRACTOR shall promptly notify the Construction Manager of any conditions on site which differ from those stated in the Scope of Work or otherwise expected, including:
 - 1. Subsurface or latent physical conditions at the site differing materially from those indicated in the Scope of Work, or
 - 2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Scope of Work.

- B. The CONTRACTOR must notify the Construction Manager of the differing site conditions before the site is disturbed and must submit within 5 days of discovery a written explanation of the conditions and justification of any Change Order which might be warranted. Within 15 days of discovery, the CONTRACTOR must submit an initial claim for any Change Order and within 45 days of discovery the CONTRACTOR must submit a final claim with supporting data.
- C. The STATE shall promptly investigate the conditions. If it finds that conditions materially differ from the Scope of Work and will cause an increase or decrease in the CONTRACTOR'S cost or the time required to perform any part of the Work, the STATE shall make an equitable adjustment and modify the scope of the engagement through a Change Order.
- D. No claim by the CONTRACTOR for a price or time adjustment shall be allowed unless the CONTRACTOR complied with the requirements of paragraphs A & B. No claims shall be allowed after final payment for Work under this Contract.

12.3 Reduction in Scope of Work

- A. The STATE shall have the option in its sole discretion to consider a project, or any task or subtask thereof, completed before all of said task or tasks have been performed, whenever in the judgment of STATE, based upon results of work already performed, the goals of the project have been successfully achieved, or can be successfully achieved through a reduced Scope of Work.
- B. Where the STATE intends to reduce the Scope of Work, the STATE shall develop a Change Order as follows:
 - 1. The STATE shall notify the CONTRACTOR in writing as to the tasks which will be reduced or eliminated.
 - 2. Upon receipt of the notice, the CONTRACTOR shall submit to STATE within 5 working days an itemization of the work effort already completed for each task, and the work effort which will be required in each task to complete the new Scope of Work.
 - 3. Thereafter, the STATE shall determine the new work effort and shall issue a written Change Order for the Work.
 - 4. The Contract Price shall be reduced consistent with Article 13.7 herein and the CONTRACTOR shall be compensated in accordance with the applicable unit prices and payment provisions of the Contract. In addition, the CONTRACTOR shall be compensated for any

costs reasonably incurred by the CONTRACTOR for goods and services procured prior to the reduction in Scope of Work and for which the CONTRACTOR is legally obligated to pay. However, the additional compensation shall not include any overhead or profit anticipated on unperformed services or work or any settlement costs. The STATE shall have no further liability for any work eliminated from the CONTRACTOR'S Scope of Work.

ARTICLE 13 - CHANGES IN CONTRACT PRICE

- 13.1 The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.
- 13.2 The Contract Price may be increased only by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice of the estimated amounts of the claim delivered to STATE and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the final amount of the claim with detailed supporting data shall be delivered within 45 days of such occurrence unless the STATE allows an additional period of time to ascertain accurate cost data.
- 13.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the ways listed herein.
- A. At the STATE's discretion, where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - B. By mutual acceptance of a lump sum or of unit prices where none exist in the Contract or where the STATE determines that the unit prices in the Contract are not applicable to the Change Order.
 - C. On the basis of the "Cost of the Work" (determined as provided in Article 13.4) plus a CONTRACTOR's Fee for overhead and profit (determined as provided in Article 13.5). Whenever the "Cost of the Work" is to be determined pursuant to Articles 13.4 or 13.5, CONTRACTOR will submit in a form acceptable to ENGINEER and Construction Manager, an itemized cost breakdown together with supporting data.

13.4 Cost of the Work:

A. The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Such costs shall be at rates and prices no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Article 13.4 Paragraph B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by STATE and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent such overtime work was authorized by STATE.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to STATE, and CONTRACTOR shall make provisions so that they may be obtained.
3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by STATE, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to CONTRACTOR and shall deliver such bids to STATE who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories and surveyors) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work other than commutation costs to the work site.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work; and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
 - c. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by STATE with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work. Equipment rates are not to exceed Cost Reference Guide Rates.
 - d. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.
 - e. Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses.
 - f. The cost of utilities, fuel and sanitary facilities at the site.
 - g. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

h. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

B. The term "Cost of the Work" shall not include any of the following:

1. Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Article 13.4 Paragraph A.1 all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.
2. Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.
3. Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.
4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).
5. Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Article 13.4 Paragraph A.

13.5 CONTRACTOR'S Fee:

A. The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

1. A mutually acceptable fixed fee; or if none can be agreed upon,

2. A fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Article 13.4 Paragraph A.1 and 13.4 Paragraph A.2, the CONTRACTOR's Fee shall not exceed a total of twenty percent (ten percent for overhead and ten percent for profit).
 - b. For costs incurred under Article 13.4 Paragraph A.3, the CONTRACTOR's Fee shall not exceed a total of five percent; if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the subcontractor as a fee for overhead and profit shall not exceed a total of ten percent (10%) for overhead and 10% for profit.
 - c. No fee shall be payable for costs itemized under Article 13.4 Paragraph A.4, 13.4 Paragraph A.5 and 13.4 Paragraph B.
 - d. The amount of credit to be allowed by CONTRACTOR to STATE for any such change which results in a net decrease in cost, will be the amount of the net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease.
 - e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with Article 13.5 Paragraph A.2.a through 13.5 Paragraph A.2.d, inclusive.

13.6 Price Reduction for Defective Cost or Pricing Data:

The following clause applies to this Contract to any negotiated Contract Amendments or Change Orders and to any subcontract or purchase order.

- A. The CONTRACTOR and subcontractor, where appropriate, shall assure that the cost and pricing data submitted for evaluation of prices in contracts, subcontracts and change orders is based on current, accurate and complete data supported by their books and records. If the STATE or EPA determines that any price (including profit) in this Contract, subcontract or amendment thereunder was increased by any significant sums because the data provided were incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the STATE shall modify the Contract in writing to reflect such action.
- B. Failure to agree on a reduction shall be subject to Article 18, Remedies, of these General Conditions.

- C. Since the Contract is subject to reduction under this Article by reason of defective cost or pricing data submitted in connection with subcontracts, the CONTRACTOR may wish to include a clause in each subcontract requiring the subcontractor to appropriately indemnify the CONTRACTOR. It is also expected that any subcontractor will be subject to such indemnification for defective cost or pricing data submitted by his subcontractors.

13.7 Price Reduction for Termination or Reduction in Scope

Where less than the entire Contract is performed as a result of the STATE's determination to reduce or terminate the Contract for convenience, or the CONTRACTOR's determination to terminate the Contract for default, then:

- A. For each lump sum, fixed price or unit price Bid Item satisfactorily completed by the CONTRACTOR, the CONTRACTOR will be paid the lump sum, fixed price or unit price designated for that Bid Item.
- B. For each lump sum, fixed price or unit price Bid Item which has been partially completed the CONTRACTOR will be paid a percentage of the lump sum, fixed price bid or unit price equal to the percentage of work satisfactorily completed.

ARTICLE 14 - CHANGE IN CONTRACT TIME

- 14.1 The Contract Time may only be changed by a Change Order. Any claim by the CONTRACTOR for an extension in the Contract Time shall be based on written notice delivered to STATE and ENGINEER within 15 days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with detailed supporting data shall be delivered within 45 days of such occurrence unless the STATE allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by STATE. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 14.2 The Contract Time will be extended in an amount equal to time lost due to any delay that was both not anticipated by the CONTRACTOR and beyond the control of CONTRACTOR if a claim is made therefor as provided in Article 14.1. Such delays shall include, but not be limited to, acts of neglect by STATE or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. No extension of the Contract Time will be granted where the delay is attributable to a subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the CONTRACTOR unless such party's delay is attributable to one of the above

enumerated causes. No extension shall be made where the delay is caused by the fault or negligence of the CONTRACTOR; or the performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the CONTRACTOR; or an equitable adjustment is provided for or excluded under any other provision of the Contract; or the delay was such as could reasonably be expected by the CONTRACTOR as part of a project of this sort and therefore should have been anticipated in his bid proposal.

- 14.3 The time limits concerning Substantial Completion and final completion as stated in the Contract Documents are of the essence and the STATE shall be entitled to damages if the CONTRACTOR exceeds those time limits unless the Contract time is duly changed by Change Order.
- 14.4 An extension of the Contract time or delays of the Contract shall not entitle the CONTRACTOR to additional compensation for delay unless the delay was caused directly and solely by the STATE and caused the CONTRACTOR to exceed the Contract time for substantial or final completion. The CONTRACTOR shall not be entitled to damages for any delay occurring as a consequence of a delay in additional work being performed by others pursuant to Article 7.1 hereof if the performance of said additional work was noted in the Contract Documents and the delay (by others) was not directly and solely caused by the fault of STATE.
- 14.5 The CONTRACTOR shall not be entitled to any additional compensation for delays or extensions of the Contract time where the delay or extension was caused by a Change Order for work paid by unit prices in the Contract or paid by prices otherwise ascertained under Article 13.3 herein.
- 14.6 Where the CONTRACTOR is entitled to additional compensation for delays or Contract extensions, the compensation shall include only the actual costs of the CONTRACTOR and shall not include any profit or fee.

ARTICLE 15 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

15.1 Warranty and Guarantee:

- A. CONTRACTOR warrants and guarantees to STATE and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Notice of all defects shall be given to the CONTRACTOR by the STATE. All defective Work, whether or not in place, may be rejected or corrected by the STATE as provided in this Article 15.

15.2 Access to Work:

- A. ENGINEER and ENGINEER'S representatives, Construction Manager, other representatives of STATE, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

15.3 Tests and Inspections:

- A. CONTRACTOR shall give Construction Manager timely notice of readiness of the Work for all required inspections, tests or approvals.
- B. If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR (unless another party is specified in the General Requirements) shall assume full responsibility therefor, pay all costs in connection therewith and furnish Construction Manager the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required by the Specifications in connection with STATE's or ENGINEER'S acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.
- C. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to STATE (or by ENGINEER if so specified).
- D. If any Work that is to be inspected, tested or approved is covered without written concurrence of Construction Manager, it must, if requested by Construction Manager, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given Construction Manager timely notice of CONTRACTOR'S intention to cover such Work and Construction Manager has not acted with reasonable promptness in response to such notice.
- E. Neither observations by ENGINEER or Construction Manager nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

15.4 Uncovering Work:

- A. If any Work is covered without timely notice to the Construction Manager or contrary to the written request of Construction Manager, it must, if requested by Construction Manager, be uncovered for Construction Manager's observation and be replaced at CONTRACTOR'S expense.
- B. If any Work is covered with the knowledge of or the concurrence of the Construction Manager and if Construction Manager considers it necessary or advisable that such covered Work be observed by ENGINEER or Construction Manager or inspected or tested by others, CONTRACTOR, at Construction Manager's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER or Construction Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 13 and 14.

15.5 STATE May Stop the Work:

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, STATE may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of STATE to stop the Work shall not give rise to any duty on the part of STATE to exercise this right for the benefit of CONTRACTOR or any other party. This clause shall not limit the right of the STATE to stop, suspend, or terminate the Contract for any lawful cause.

15.6 Correction or Removal of Defective Work:

If required by Construction Manager, CONTRACTOR shall promptly, without cost to STATE and as specified by Construction Manager, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Construction Manager, remove it from the site and replace it with non-defective Work.

15.7 One Year Correction Period:

If, within one year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to STATE and in accordance with STATE's written instructions, either correct such defective Work, or, if it has been rejected by STATE, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, STATE may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

15.8 Acceptance of Defective Work:

- A. If, instead of requiring correction or removal and replacement of defective Work, STATE prefers to accept it, STATE may do so. In such case, if acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to STATE.
- B. STATE may require CONTRACTOR to furnish, at CONTRACTOR'S expense, a special performance guarantee or other surety prior to acceptance of defective Work.

15.9 STATE May Correct Defective Work:

If CONTRACTOR fails within 30 days after written notice of Construction Manager to proceed to correct defective Work or to remove and replace rejected Work as required by Construction Manager in accordance with Article 15.6, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), STATE may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, STATE may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which STATE has paid CONTRACTOR but which are stored elsewhere.

CONTRACTOR shall allow STATE, State's representatives, agents and employees such access to the site as may be necessary to enable STATE to exercise his rights under this Paragraph. All direct and indirect costs of STATE in exercising such rights shall be charged against CONTRACTOR and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in his performance of the Work attributable to the exercise by STATE of STATE's rights hereunder.

ARTICLE 16 - PAYMENTS TO CONTRACTOR AND COMPLETION

16.1 Retainage

The STATE will initially retain 10% of the total amount of each invoice submitted until 50 percent of the original Contract Price is paid at which point no further retainage will be held, except that 10% will be retained from any Change Order. The STATE may release all or part of the retainage at the point of substantial completion, however, sufficient retainage will be held, as determined by STATE, to cover the cost of punchlist items and any liquidated or actual damages. Final payment will be based on satisfactory completion of all punchlist items, satisfactory resolution of any damage claims and satisfactory resolution of any audit question which may arise during the STATE's audit of invoices.

16.2 Application for Progress Payment:

- A. The ENGINEER, acting for the STATE, shall accept requests for progress payments from the CONTRACTOR not more than once per calendar month. The CONTRACTOR shall submit to the ENGINEER an application for payment, including a State invoice, filled out and signed by CONTRACTOR, covering the work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as STATE and the ENGINEER may reasonably require. CONTRACTOR shall retain the risk of loss or damage to any and all material, equipment, facilities or property of any description until the completion and final acceptance of the work in accordance with Article 16.10, and shall be liable for the cost of the repair or replacement of any such lost or

damaged material, equipment, facilities or property. Each subsequent application for payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all prior CONTRACTOR obligations due and owing which were reflected in prior applications for payment.

- B. With each Application for Payment, the CONTRACTOR shall submit to Construction Manager an estimate of the Work to be completed in the following month.

16.3 Review of Applications for Progress Payments:

- A. Construction Manager and ENGINEER will, within ten days after receipt of each Application for Payment consider each Application pursuant to the terms of the contract and either indicate in writing their recommendation of payment and present the Application to STATE, or return the Application to CONTRACTOR indicating in writing Construction Manager's and ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.
- B. By recommending any payment, the Construction Manager and ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed, or that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the moneys paid or to be paid to CONTRACTOR on account of the Contract Price, or that title to any Work, materials or equipment has passed to STATE free and clear of any Liens.
- C. Construction Manager and ENGINEER may refuse to recommend the whole or any part of any payment if, in Construction Manager's or ENGINEER'S opinion, it would be incorrect to make such recommendations to STATE. Construction Manager may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in Construction Manager's opinion to protect STATE from loss because:
 - 1. The Work is defective, or completed Work has been damaged requiring correction or replacement,
 - 2. Written claims have been made against STATE or Liens have been filed in connection with the Work,

3. The Contract Price has been reduced because of Modifications,
 4. STATE has been required to correct defective Work or complete the Work in accordance with Article 15.9,
 5. Of CONTRACTOR'S unsatisfactory prosecution of the Work in accordance with the Contract Documents,
 6. CONTRACTOR'S failure to make payment to subcontractors for labor, materials or equipment.
 7. CONTRACTOR'S failure to comply with the project schedule, updating requirements specified in the General Conditions and failure to furnish a listing of items together with its latest expected delivery dates.
- D. STATE may refuse to pay the whole or any part of subsequent progress payments if the CONTRACTOR fails to complete the Work according to the Project Schedule and fails after 15 days notice from the STATE either to justify a Change of Contract Time consistent with Article #14 or to propose corrective measures satisfactory to STATE which will return the project to the required Schedule.

16.4 CONTRACTOR's Warranty of Title:

- A. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to STATE at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

16.5 Prompt Payment

- A. The New Jersey Prompt Payment Act (P.L. 1987, C. 184) mandates that State agencies pay invoices within sixty (60) days of either receipt of a properly executed State Invoice or receipt and acceptance of the goods/services, whichever is later. Failure of the STATE to process payment within this time frame may entitle the vendor to daily interest payments upon the unpaid obligation at a rate established by the State Treasurer.
- B. The Prompt Payment Act covers any person who is engaged in a trade or business, including private, non-profit entities operating as contractors and who has a State contract requiring either single or multiple payments. The Act does not cover public utilities, government instrumentalities and third party contractors.

- C. Any interest payments calculated on delinquent accounts as defined in Prompt Payment Act will be paid by the appropriate State agencies on a separate Invoice Form and shall be paid within thirty (30) days of payment of the original invoice. Interest will not be paid until it exceeds \$5.00 per properly executed invoice. Vendor signatures are not required on State invoices processed for interest payments.
- D. It is the intention of NJDEPE to expeditiously process for payment all properly executed invoices. State agencies will notify contractors in writing within thirty (30) days of any defect or impropriety in any State invoice submitted or goods or services provided which would prevent the running of the time period specified sixty (60) days. The cooperation of vendors is required not only to assure that properly executed invoices are submitted, but to ensure that any other associated documentation (e.g. change order) is also executed in a timely fashion.

16.6 Substantial Completion:

- A. When CONTRACTOR considers the entire Work, with the exception of Operation and Maintenance work covered under bid items 61 and 62 ready for its intended use, CONTRACTOR shall, in writing to STATE and ENGINEER, certify that the Work is Substantially Complete and request that Construction Manager issue a certificate of Substantial Completion. Within a reasonable time thereafter, STATE, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER or Construction Manager does not consider the Work substantially complete, Construction Manager will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER and Construction Manager consider the Work Substantially Complete, Construction Manager will within fourteen days execute and deliver to CONTRACTOR a definitive certificate of Substantial Completion. At the time of delivery of the definitive certificate of Substantial Completion, ENGINEER will deliver to STATE and CONTRACTOR a written recommendation including a punchlist as to division of responsibilities between STATE and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance. ENGINEER'S recommendation will be utilized by STATE while considering CONTRACTOR'S application for final payment.
- B. STATE shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but STATE shall allow CONTRACTOR reasonable access to complete or correct items on the punchlist and to perform Operation and Maintenance for up to two years.

16.7 Partial Utilization:

A. Use by STATE of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

1. STATE at any time may request CONTRACTOR in writing to permit STATE to use any part of the Work which STATE believes to be substantially complete and which may be used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to STATE and ENGINEER that said part of the Work is substantially complete and request Construction Manager to issue a certificate of Substantial completion for that part of the Work. Within a reasonable time thereafter, STATE, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If Construction Manager does not consider that part of the Work to be substantially complete, Construction Manager will notify CONTRACTOR in writing giving his reason therefor. If Construction Manager considers that part of the Work to be substantially complete, Construction Manager will execute and deliver to STATE and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a punchlist of items to be completed or corrected before final payment. Prior to issuing a certificate of Substantial Completion as to part of the Work, ENGINEER will deliver to STATE and CONTRACTOR a written recommendation as to the division of responsibilities pending final payment between STATE and CONTRACTOR, with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work. STATE shall have the right to exclude CONTRACTOR from any part of the Work which STATE has so certified to be substantially complete, but STATE shall allow CONTRACTOR reasonable access to complete or correct items on the punchlist.
2. In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, STATE may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such take over, STATE and CONTRACTOR have agreed as to the division of responsibilities between STATE and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

16.8 Final Inspection:

- A. Construction Work: Upon written notice from CONTRACTOR that the Construction Work is complete, ENGINEER and Construction Manager will make a final inspection with the CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Construction Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies in the Construction Work.
- B. Operation and Maintenance Work: Upon written notice from CONTRACTOR that the Operation and Maintenance Work (O&M) is complete, ENGINEER and Construction Manager will make a final inspection with the CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the O&M Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies in the O&M Work.

16.9 Final Application for Payment:

- A. Construction Work: After CONTRACTOR has completed all such corrections to the Construction Work to the satisfaction of ENGINEER and Construction Manager and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked up record documents, and other documents all as required by the Contract Documents, and after ENGINEER and Construction Manager have indicated that the Work is acceptable (subject to the provisions of Article 16.10) CONTRACTOR may make application for final payment for the Construction Work by submitting to STATE and ENGINEER a final Application for Payment. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER or STATE may reasonably require, together with complete and legally effective releases or waivers (satisfactory to STATE) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by STATE, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which STATE or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to STATE to indemnify STATE against any Lien as STATE permits.

B. Operation and Maintenance Work: After CONTRACTOR has completed all such corrections to the Operation and Maintenance (O&M) Work to the satisfaction of ENGINEER and Construction Manager and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked up record documents, and other documents all as required by the Contract Documents, and after ENGINEER and Construction Manager have indicated that the Work is acceptable (subject to the provisions of Article 16.10) CONTRACTOR may make application for final payment for the O&M Work by submitting to STATE and ENGINEER a final Application for Payment. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER or STATE may reasonably require, together with complete and legally effective releases or waivers (satisfactory to STATE) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by STATE, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which STATE or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to STATE to indemnify STATE against any Lien as STATE permits.

16.10 Final Payment and Acceptance:

A. If, on the basis of ENGINEER'S observation of the Work during construction and final inspection and ENGINEER'S review of the final Application for Payment and accompanying documentation -- all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to STATE for payment. Thereupon ENGINEER will give written notice to STATE and CONTRACTOR that he deems the Work to be acceptable subject to the provisions of Article 16.11. Otherwise, ENGINEER will return the Application to CONTRACTOR indicating in

writing the reasons for refusing to recommend final payment in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, and acceptable to the STATE, STATE shall pay CONTRACTOR the amount recommended by ENGINEER.

- B. If, through no fault of CONTRACTOR, final completion is materially delayed and if STATE so confirms, STATE shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by STATE for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Article 5.1, the written consent of the Surety, if any, to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with his Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

16.11 CONTRACTOR'S Continuing Obligation:

- A. CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Construction Manager, nor the issuance of a certificate of Substantial Completion, nor any payment by STATE to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by STATE, nor any act of acceptance by STATE nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to Article 16.10, nor any correction of defective Work by STATE shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

16.12 Waiver of Claims:

- A. Upon satisfactory project completion, the CONTRACTOR shall as a condition before final payment or as a termination settlement under this Contract, execute and deliver to the STATE a release of all claims against the STATE arising under or by virtue of this Contract except claims which are specifically exempted by the CONTRACTOR to be set forth therein. Unless otherwise specified or by New Jersey Law or otherwise expressly agreed to by the parties to this Contract, final payment under this contract or settlement

upon termination of this Contract shall not constitute a waiver of the STATE claims against the CONTRACTOR or his sureties under this Contract or the OWNER'S right to continued performance of the CONTRACTOR'S obligations pursuant to the Contract. The final payment will be for the release of the retainage only (including any audit adjustments) upon receipt of the release of all claims against the STATE.

ARTICLE 17 - SUSPENSION OF WORK AND TERMINATION

17.1 Suspension of Work:

- A. The STATE may orally direct the CONTRACTOR to suspend all or any part of the Work for up to 72 hours and the reason for any such order shall thereafter be confirmed in writing. The STATE may order the CONTRACTOR in writing to suspend all or any part of the Work for such period of times as the STATE may determine to be appropriate either for the convenience of the STATE or at the fault and negligence of the CONTRACTOR.
- B. If the performance of all or any part of the Work is suspended, for an unreasonable period of time merely at the convenience of the STATE, the STATE shall make an adjustment for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension and modify the Contract through a written Change Order. However, no adjustment shall be made under this Article for any suspension to the extent (1) that performance is or would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the CONTRACTOR, or (2) for which an equitable adjustment is provided for or excluded under any other provisions of this Contract.
- C. No claim under Article 17.1B above shall be allowed (1) for any costs incurred more than 15 days before the CONTRACTOR notified the STATE in writing that the CONTRACTOR would file a claim with respects to the suspension and (2) unless the amount claimed is asserted in writing 30 days after the termination of such suspension.

17.2 Termination of Work:

- A. STATE may terminate the Contract, with written notice to the CONTRACTOR, upon the occurrence of any one or more of the following events:
 - 1. If CONTRACTOR is adjudged a bankrupt or insolvent,
 - 2. If CONTRACTOR makes a general assignment for the benefit of creditors,

3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property,
 4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
 5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment,
 6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
 7. If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
 8. If CONTRACTOR fails to comply with local, State or Federal laws, rules or regulations applicable to this contract and the work to be done hereunder,
 9. If CONTRACTOR disregards the authority of ENGINEER or Construction Manager, or
 10. If CONTRACTOR fails to comply with the Complaint Procedure in N.J.A.C. 17:12-4.2 et seq.
- B. This Contract may also be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- C. This Contract may also be terminated, in whole or in part in writing by the STATE for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- D. If termination for default is effected under A or B above by the STATE an equitable adjustment in the price provided for in this contract shall be made consistent with Article 13.7 herein, but (1) no amount shall be allowed for anticipated costs or profit on unperformed services or

other work, (2) no amount shall be allowed for termination settlement costs incurred by the CONTRACTOR on commitments which had become firm prior to the termination and (3) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the STATE because of the CONTRACTOR'S default.

- E. If termination for default is effected by the CONTRACTOR, or if termination for convenience is effected by the STATE, the equitable adjustment for termination shall provide payment to the CONTRACTOR for services rendered prior to the termination consistent with article 13.7 herein and for settlement costs reasonably incurred by the CONTRACTOR for goods and services procured prior to the termination for which the CONTRACTOR is legally obligated to pay. However, the equitable adjustment shall not include any overhead or profit anticipated on unperformed services or work or any settlement costs.
- F. Upon receipt of a termination notice, the CONTRACTOR shall (1) promptly discontinue all effected Work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the STATE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract, whether completed or in process.
- G. Upon termination, the STATE may take over the Work and may award another party a contract to complete the Work under this Contract.
- H. If, after termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, then termination shall be deemed to have been for the convenience of the STATE. In such event, adjustment of the Contract Price shall be made as provided in Paragraph E of this Article 17.2.
- I. Where CONTRACTOR'S services have been terminated by STATE, the termination shall not affect any rights of STATE against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by STATE will not release CONTRACTOR from liability.

ARTICLE 18 - REMEDIES

18.1 Disputes

Unless otherwise provided in this Contract, all claims, disputes and other matters in question between the STATE and the CONTRACTOR arising out of, or relating to, this Contract or the breach of it will proceed as follows:

- A. The CONTRACTOR must submit all requests for extra time and compensation, claims and disputes to the STATE within the timeframes specified in this Contract (for example; see Article 13 for Change Orders and Claims).
- B. The CONTRACTOR shall initially submit any questions, concerns, disputes, claims, and requests to the NJDEPE Construction Manager.
- C. Failing informal resolution through the Construction Manager, the CONTRACTOR shall submit the matter to the Director, Division of Publicly Funded Site Remediation, Department of Environmental Protection and Energy for informal administrative proceedings conducted through either the NJDEPE or the Division of Purchase and Property.
- D. The conduct of any informal resolution or administrative proceeding shall not stay the operation of the statute of limitations for claims contained in the Contractual Liability Act NJSA 59:13-5.
- E. In the event that any claim or dispute arises during the performance of the Contract, the CONTRACTOR shall, unless otherwise ordered by the STATE, continue to perform the Contract and any Change Orders pending final resolution of the claim or dispute.

18.2 Personal Liability of Public Officials

State employees and State officials shall not be personally liable to the CONTRACTOR for their actions or inactions in the carrying out of the provisions of the Contract, it being understood that they act solely as agents for the STATE.

18.3 Residual Rights and Duties

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the STATE, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR, by Articles 6.15, 15.1, 15.6, 15.7, 15.9, 16.3, 17.1 and 17.2 and all of the rights and remedies available to STATE and ENGINEER

thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

18.4 Improper Solicitation of Contract

- A. If the STATE finds after a notice and hearing that the CONTRACTOR or any of the CONTRACTOR's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the STATE in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this Contract, or finds that the STATE employed someone to solicit this contract on a contingent fee, the STATE may, by written notice to the CONTRACTOR terminate this Contract. The STATE may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the STATE bases such findings shall be an issue and may be reviewed in proceedings under the Remedies clause of the Contract.
- B. In the event this Contract is terminated as provided above, the STATE may pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Contract by the CONTRACTOR, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the STATE) which shall be not less than three nor more than ten times the costs the CONTRACTOR incurs in providing any such gratuities to any such officer or employee. Nothing herein shall limit the STATE from pursuing any criminal or quasi-criminal remedy against the CONTRACTOR, or from taking any action to debar, suspend or disqualify the CONTRACTOR from State of New Jersey contracting.

ARTICLE 19 - STATUTORY AND FEDERAL REGULATORY REQUIREMENTS

19.1 General:

- A. This Contract shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance of the laws of the State of New Jersey including but not limited to the Contractual Liability Act.

- B. The Bidder understands that Work under this Contract may now or in the future be funded by the Federal Environmental Protection Agency (EPA) pursuant to an assistance agreement with the STATE. As such, the Bidder agrees that his responsibilities hereunder shall be performed consistent with any applicable EPA regulations and this Contract is subject to Federal regulations contained in 40 CFR Part 31, 40 CFR Part 33 and 40 CFR Part 35 Subpart O in effect on the date of the execution of the formal Agreement, and these regulations supercede any conflicting provisions in this IFB or Agreement.
- C. This Article contains portions of certain State and Federal laws and regulations which, by provision of law, ordinance, rule or regulation, are required to be included in the Contract Documents. The material included in this Article is for information purposes and may not be complete or current. CONTRACTOR'S obligation to comply with all current laws, ordinances, rules and regulations applicable to the Work is absolute as set forth in Article 6.8 of these General Conditions.

19.2 Prevailing Wage Act:

- A. New Jersey Prevailing Wage Act. P.L. 1963, Chapter 150 (NJSA 34:11-56.2 et seq. is made part of every contract entered into by the STATE where applicable. The Bidder's signature on the Bid is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by this Bid are listed or are on record in the Office of the Commissioner of the Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this Act. The CONTRACTOR also agrees to comply with the Davis-Bacon Act, Copeland Act and the Contract Work Hours and Wages Act, as stated in 29 CFR Parts 3, 4 and 5.
- B. The CONTRACTOR also agrees that if any conflict exists between the wage requirement of the New Jersey Prevailing Wage Act and Section 9604(g)(1) and the Federal requirements, the CONTRACTOR must comply with the higher of the two wage requirements.
- C. The CONTRACTOR agrees to make this provision part of any subcontract hereunder.

19.3 Non-discrimination:

- A. There shall be no discrimination against any employees who are employed in the Work covered by this agreement or against any applicant for such employment because of sex, race, religion, color or national origin. This provision shall include, but will not be limited to, the following: employment, upgrading, demotion or transfer, recruitment

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR must also comply with appropriate (and applicable) Federal subagreement provisions found in 40 CFR 33, Subpart F.33.1005, 33.1030 and with NJSA 10:2-1 through 10:2-4 and 10:5-31 through 10:5.38 and all rules and regulations issued thereunder.

- B. The CONTRACTOR shall insert this provision in all subcontracts for services covered by this agreement.

19.4 USEPA Agency Copyrights:

The CONTRACTOR is hereby notified, pursuant to the provisions of 40 CFR, Part 31, that the USEPA has rights concerning copyrights to be found at 40 CFR, Part 31.34.

19.5 Clean Air, Water and RCRA Certification:

The STATE requires that the CONTRACTOR and his/her subcontractors are presently in compliance with (and shall continue in compliance with for the term of this Contract) all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, the USEPA Recovery Act (RCRA) 42 U.S.C. 6901, Subtitle C of October 21, 1976, 40 CFR, Parts 260 through 267 and 121 through 124 as amended. The CONTRACTOR shall include provisions in any subcontractor agreements imposing the same requirements on the subcontractor.

19.6 Federal Subcontracts Requirements:

- A. CONTRACTOR must comply with the Federal provisions of 40 CFR Part 31 and Part 35 Subpart 0 in its award of subcontracts. CONTRACTOR must be especially cognizant of the following provisions:
1. 40 CFR Part 35.6560 (Debarment and Suspension Under EPA Assistance Programs);
 2. The limitations on award in Part 35.6550(a)(8);
 3. The requirements for small, minority, and women's businesses in Part 35.6580;
 4. The specification requirements of Part 35.6555(a)(6) and (c);
 5. The federal cost principles in Part 40 CFR 31.22;
 6. The prohibited types of sub agreements in Part 35.6575(a);

7. The cost and price and profit considerations in Part 35.6585;

8. The applicable provisions in 40 CFR 35.6555(b)(2) and 40 CFR 35.6595(b) and (c).

19.7 Foreign Corporation:

Pursuant to N.J.S.A. 14A:13-3, if the CONTRACTOR is a corporation incorporated outside of New Jersey, the CONTRACTOR must obtain a Certificate of Authority to do business in New Jersey from the Secretary of State.

19.8 Parties:

A. Although this Contract is expected to be funded in part with funds from USEPA, neither the United States nor any of its departments, agencies or employees is, or will be, a party to this Contract or any lower tier subcontract.

B. The CONTRACTOR'S status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the Contract shall be construed to create, either expressly or by implication, the relationship of agency between the STATE and the CONTRACTOR or his subcontractors.

ARTICLE 20 - ADDITIONAL REQUIREMENTS

20.1 Assistance on Legal Action:

A. For a period of six years after the Contract is completed or terminated, or until cost recovery action related to the site is completed, whichever is longer, the CONTRACTOR, its personnel and the personnel of its subcontractors shall be required to provide assistance to the STATE when requested by the STATE, in the form of participation in legal actions against alleged responsible parties for violation of State and/or Federal environmental laws regarding any of the operations said Bidder or its subcontractors is involved in under the Contract that arises out of this Bid. This assistance may include the preparation of reports, assisting STATE and/or Federal attorneys in preparation of the government's case, testimony in court (expert and/or other types of testimony), testimony at depositions and the preparation and execution of interrogatory responses and affidavits, the preparation of the record and other similar activities.

- B. The STATE will reimburse the CONTRACTOR for such assistance as described above at the prevailing hourly rate for the employee's primary classification at the time of request. CONTRACTOR shall insert an identical obligation in all subcontractual agreements, if applicable. Failure to meet these requirements shall be considered a Breach of Contract.

20.2 Evidence Documentation:

If, during the performance of its responsibilities on-site pursuant to the Contract, the CONTRACTOR or any of its subcontractors locates any documents, labels, drums, bottles, boxes any other containers, and any other physical materials that could establish or aid in establishing the identity of the party or parties responsible for the presence of hazardous substances at this site, the CONTRACTOR shall immediately advise the STATE of its finding. Until the STATE arrives at the site of the located potential evidence, the CONTRACTOR or subcontractor shall not act unless action is required to protect the safety of its workers, or to prevent the release of the hazardous substance into the ambient environment. The CONTRACTOR may also move or disturb the potential evidence in order to preserve same if leaving it at its point of discovery until the STATE arrives would cause its deterioration or destruction or loss.

20.3 Confidentiality:

- A. It is agreed that the CONTRACTOR shall hold in trust and not reveal to any third party except as provided in this Contract between the STATE and the CONTRACTOR, any and all "confidential information" as defined herein. The CONTRACTOR shall require its employees and subcontractors to comply with the provisions of the Contract as it pertains to confidentiality. This section shall be included by CONTRACTOR in all subcontracts.
1. Confidential information shall include:
 - a. The entire work product and results involved in this contract including results and opinions of the CONTRACTOR.
 - b. Any and all communications between the STATE and any of his representatives or between such representatives and the CONTRACTOR concerning the conduct, preparation, theory, strategy, or opinions relating to or supporting any legal or administrative procedure which arises or may arise therefor, as well as any of the subjects for which services may be performed under this contract.

B. It is further agreed that:

1. The CONTRACTOR may release such information to third parties only to the extent it has obtained the written consent of the STATE. It is the intention of the parties that the confidentiality matters coming within this attachment shall continue beyond the completion of all the work involved in this Contract, unless specifically waived in writing by the STATE as specified herein.
2. The following shall not be considered "confidential information": information that was already known to the CONTRACTOR prior to its disclosure to the CONTRACTOR by the STATE; information that is or becomes publicly available; information that is rightfully received by the CONTRACTOR from third parties without any accompanying secrecy obligation; or information that is approved in writing by STATE for the CONTRACTOR to release.
3. Upon request by the STATE, termination or expiration of this Contract, the CONTRACTOR shall deliver to the STATE all documents including drawings, blueprints, descriptions, or other paper or documents which may contain any confidential information. The CONTRACTOR shall be permitted to retain a copy of all returned materials for its own confidential files.
4. Nothing contained herein shall be interpreted to interfere with or impose any limitation on the expression of professional judgment by the CONTRACTOR within the content of its reports to the STATE, nor shall it restrict any disclosures required of the CONTRACTOR by State or Federal Law.

Notwithstanding any other provisions of the Contract Documents, the CONTRACTOR shall not publish, permit to be published, or distribute for public consumption, any information oral or written, concerning the results or conclusions made pursuant to the performance of this Contract, without the prior written consent of the STATE.

20.4 Access to Records and Audit:

- A. The CONTRACTOR shall maintain books, records documents and other evidence directly pertinent to performance on work under this Contract in accordance with generally accepted accounting principles and practices consistently applied, and 40 CFR Part 30 in effect on the date of execution of this contract. The CONTRACTOR shall also maintain the financial information and data used in the preparation or support of the costs submission required under 40 CFR 33.290 for any negotiated contract or change order and a

copy of the costs summary submitted to the STATE. Notwithstanding relevant terms of these Federal regulations, all such materials will be maintained for a period of not less than 10 years from the date of Final Payment. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the STATE, or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The CONTRACTOR will provide proper facilities for such access and inspection.

- B. If this is a formally advertised, competitively awarded, fixed price contract, the CONTRACTOR agrees to make paragraphs (A) through (G) of this Article applicable to all negotiated change orders and subcontract amendments affecting the Contract Price. In the case of all other types of prime contracts, the CONTRACTOR agrees to make paragraphs (A) through (G) applicable to all subagreements he awards in excess of \$10,000, at any tier, and to make paragraphs (A) through (G) of this clause applicable to all change orders directly related to project performance.
- C. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).
- D. The CONTRACTOR agrees to disclose all information and reports resulting from access to records under paragraphs (A) and (B) of this Article to any of the agencies referred to in paragraph (A).
- E. Records under paragraphs (A) and (B) above shall be maintained by the CONTRACTOR during performance on this agreement and for the time periods specified in 40 CFR Part 30 or in accordance with paragraph (A) above, whichever is longer. In addition, those records which relate to any controversy arising under an EPA assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the CONTRACTOR for the time periods specified in 40 CFR Part 30.
- F. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (A) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

G. This right of access Article applies to financial records pertaining to all subagreements (except formally advertised, competitively awarded, fixed price contract) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition this right of access applies to all records pertaining to all contract, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the contract is terminated for default or for convenience.

ARTICLE 21 - ENVIRONMENTAL REQUIREMENTS

21.1 Environmental Protection:

- A. The CONTRACTOR shall control all discharges caused by him or encountered, due to the excavation and field condition at and/or near the construction sites. The CONTRACTOR shall comply with the ordinance to provide for the abatement and prevention of pollution by regulating and controlling the quantity and quality of sewage, landfill leachate, site run-off and industrial/construction wastes admitted to or discharged into the local sewer systems and waters. The CONTRACTOR shall also comply with the water pollution regulations of New Jersey, established by the New Jersey Department of Environmental Protection and Energy and with the U.S. Environmental Protection Agency's Federal Water Pollution Control act and all amendments thereof.
- B. Compliance with air pollution requirements established by local agencies, the New Jersey Department of Environmental Protection and Energy, and the U.S. Environmental Protection Agency is also the CONTRACTOR's responsibility.
- C. Noise pollution due to the work performed under this contract and the equipment installed and used by the CONTRACTOR shall be within limits established by local, State, and Federal agencies. Noise levels at the construction site property lines shall comply with all local requirements.
- D. The CONTRACTOR shall be responsible for dust control at the construction site. When directed by the ENGINEER, CONTRACTOR shall increase his effort of dust control at no additional cost to the STATE. Dust control at the construction site is a requirement of the specifications.

21.2 Methods of Disposal:

To the maximum extent practicable, it is the policy of the DEPE to encourage incineration, treatment, and methods of resource recovery that render hazardous and toxic wastes harmless or less harmful to the environment, as the preferred methods of disposal as mandated by the Solid Waste Management Act of 1975 Chapter 326 (N.J.S.A. 12:1E-58).

21.3 STATE Energy Conservation Plan:

The CONTRACTOR(S) shall comply as applicable with the mandatory standards and policies relating to energy efficiency which are contained in any STATE energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163). The CONTRACTOR shall include provisions in any subcontract imposing the same requirements on the subcontractor.

ARTICLE 22 - MISCELLANEOUS

22.1 Giving Notice:

- A. Whenever any provision of the Contract Documents requires the giving of written notice to the CONTRACTOR it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address of the officer or corporation known to the giver of notice.
- B. Written notice shall be deemed to have been validly given to the STATE if delivered in person to the Construction Manager or if delivered or sent by registered or certified mail, postage prepaid, to the Construction Manager or to the DEPE Commissioner.

22.2 Computation of Time:

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

22.3 Headings:

The Article and Paragraph headings are inserted for convenience only and do not constitute part of these General Conditions.

22.4 Reference to New Jersey Department of Transportation (NJDOT) Specifications:

- A. Where reference is made in the Plans and Specifications to the "NJDOT Specifications," it shall be understood to mean the Standard Specifications for roads published by the Department of Transportation. Those sections and paragraphs of the Highway Specifications to which reference is made shall be as much a part of these Specifications as though they were herein attached. A copy of these Highway Specifications shall be kept on the job site at all times for reference by the CONTRACTOR.

SUPPLEMENTARY CONDITIONS

(These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions of the General Conditions which are not so amended or supplemented remain as is and in full force and effect.)

TABLE OF ARTICLES

SC-1 Definitions

SC-2 Availability of Lands; Physical Conditions; Reference Points

SC-3 CONTRACTOR'S Responsibilities

ARTICLE SC-1 - DEFINITIONS

SC-1.1 The terms used in these Supplementary Conditions, with the exception of those items defined below, which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

- A. Construction Work: All work required by these contract documents with the exception of Operation and Maintenance of the Treatment Facility required under Bid items 61 and 62 and Specification Section 1411.
- B. Operation and Maintenance Work: Operation and Maintenance of the Treatment Facility as required by Specification Section 1411 and Bid items 61 and 62.
- C. Substantial Completion: For the purposes of this contract, substantial completion is defined as the point at which the construction work has been completed, the items can function as intended, payable items associated with construction work, excluding operation and maintenance of the facility, have been approved and only minor, non-billable punchlist items remain to be completed.
- D. Final Payment: For the purposes of this Contract, specifically Article 16, Payments to CONTRACTOR and Completion, Final Payment is for all construction work excluding operation of systems and maintenance. There shall also be a Final Payment for Operation and Maintenance services upon conclusion and final acceptance by the STATE of this work.
- E. Owner: STATE - as defined in the General Conditions (Article 1, A, 51).

- F. RP: Responsible Party - the party identified by the judicial system as legally responsible for some or all of the cleanup.
- G. DOT: Department of Transportation.
- H. CPM: Critical Path Method
- I. CLP: Contract Lab Procedures.
- J. Intrusive Activities: Activities requiring penetration of existing ground within the work area.

ARTICLE SC-2 - AVAILABILITY OF LANDS: PHYSICAL CONDITIONS:
REFERENCE POINTS

Article 4 of the General Conditions is amended and/or supplemented as follows:

- A. Certain data, including the Final Remedial Investigation Report, are available for inspection by bidders at the Division of Publicly Funded Site Remediation, 401 E. State Street, Trenton, N.J. 08625.
- B. Additional data is included as a supplementary volume titled "Site Data".

ARTICLE SC-3 - CONTRACTOR'S RESPONSIBILITIES

SC-3.1 MBE/WBE Compliance

- A. Prior to being given a Notice to Proceed, the CONTRACTOR shall submit to the Bureau of Construction an approvable MBE/WBE Utilization Plan. To be approvable, the Utilization Plan must include the following information:
 - 1. The name and address of any MBE/WBE firm being used by the CONTRACTOR and its officers.
 - 2. The type of work to be subcontracted and the estimated value of each intended subcontract for purchasing supplies, equipment or services.

3. The phase of the project in which the MBE/WBE subcontractor will be engaged, and a target date for the engagement.
 4. If the Contract is awarded to a Joint Venture, the MBE/WBE Utilization Plan must identify the percentage of MBE/WBE fair share objective to be satisfied by each party to the Joint Venture.
- B. The CONTRACTOR shall notify the Construction Manager when a MBE/WBE subcontractor is engaged. If a proposed MBE/WBE subcontractor is not engaged for whatever reason, the CONTRACTOR must notify the Construction Manager and amend the Utilization Plan accordingly. If no MBE/WBE firm is named as the replacement, the CONTRACTOR must demonstrate a good faith effort to comply with the fair share percentage established by this Contract.
- C. Failure to achieve the MBE/WBE fair share goals will not preclude approval of the Utilization Plan if the CONTRACTOR clearly demonstrates and justifies in the Utilization Plan that he or she has taken the following required affirmative steps in the selection and procurement of subcontractors:
1. Including qualified minority, and women's business on solicitation lists;
 2. Assuring that minority, and women's businesses are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of minority and women's businesses;
 4. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by minority and women's businesses;
 5. Using the services and assistance of the Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate, as well as the Office of Public Contracts Assistance of the NJDEPE.
- D. The Utilization Plan shall include the following information concerning affirmative steps toward the fair share goals:
1. Documentation concerning mechanisms used to solicit potential MBE and WBE firms such as solicitation lists and specific solicitation undertaken for the project.

2. Documentation concerning the potential breakdown of the work into tasks considered as potential areas for MBE and WBE subcontracting. The statement should be addressed whether particular work tasks were deemed to have potential for subcontracting to qualified, MBE and WBE firms.
 3. Documentation of reasons for not engaging such firms for potentially appropriate work tasks.
- E. The STATE reserves the right to audit the CONTRACTOR and its minority and women-owned business enterprises subcontractor records to insure compliance with Contract provisions.

SC-3.2 Working Hours:

- A. Construction activities of the CONTRACTOR on and around the project sites shall be limited to 7:00 a.m. - 5:00 p.m. prevailing time, from Monday through Friday. For work from dawn until dusk outside normal working hours on weekdays, Saturday, Sundays and State legal holidays, the CONTRACTOR must obtain, in writing from the STATE, written authorization to proceed with the Work.
- B. If it should be necessary, in order to complete the work within the time stipulated or to complete any portion of the work in its various stages in time to avoid delaying the work, due to no fault of the STATE, or ENGINEER, the CONTRACTOR shall resort to overtime only if permitted by the STATE and shall be done so at no additional cost to STATE or ENGINEER.

SC-3.3 Construction Conferences:

- A. After obtaining all required permits, but prior to the issuance of the Notice to Proceed, a Pre-Work Conference shall be held between the CONTRACTOR, the STATE, and the ENGINEER. Attendance by the CONTRACTOR'S quality control personnel, safety personnel, and any major subcontractor will be required. The purpose of the Pre-Work Conference is to discuss and develop a mutual understanding of the Contract prior to initiation of work. The meeting will specifically address permit status, safety and emergency response procedures, schedules for the Site Preparation and any questions.
- B. The ENGINEER will schedule Progress Meetings throughout the duration of the Work. The CONTRACTOR will be required to attend these meetings.
 1. Attendance: Job superintendent, major subcontractors and major suppliers or fabricators, if requested, ENGINEER, STATE and others as appropriate to agenda topics for each.

2. The CONTRACTOR or his designee will be required to meet with the ENGINEER prior to the start of the days activities to prepare all necessary paperwork and outline the daily objectives. Also, the CONTRACTOR or his designee will be required to meet with the ENGINEER at the completion of the days activities to discuss the work performed. These pre-work and post-work meetings will be conducted prior to and after the crews work day and shall be summarized weekly in writing.

SC-3.4 Furnishing of Documents

- A. The State reserves the right to require the CONTRACTOR to furnish up to 6 copies of any document provided by the CONTRACTOR to the Construction Manager, ENGINEER or STATE during the course of the Construction and Operation and Maintenance Work.

ATTACHMENT #1
BID FORM
X-25633

BID FOR:

Implementation of Final Remedial Action at the Combe Fill South Landfill Site.

SUBMITTED TO: State of New Jersey
Department of Treasury
Division of Purchase and Property
33 West State Street, 9th Floor
Trenton, New Jersey 08625-0230

SUBMITTED BY:

(Print of Type Name of Bidder)
A Corporation/A Partnership/An Individual/A Joint
Venture (Circle One)

Gentlemen:

The Undersigned Bidder offers and agrees if this Bid is accepted, to enter into an Agreement with STATE in the form included in the Contract documents to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder declares that no person or persons other than those named herein are interested in this Bid; that this Bid is made without collusion with any other person, firm or corporation; and that no person or persons acting in any official capacity for the STATE are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that he has examined the Instructions to Bidders, all of the other Bidding Documents and all of the Contract Documents; that he has examined the actual site and locality where the work is to be performed; that he has familiarized himself with the legal requirements (federal, state and local laws, ordinances, rules and regulations); that he has made such independent investigations as he deems necessary; and that he has satisfied himself as to all conditions affecting cost, progress or performance of the work.

Bidder further agrees as follows: 1) that this Bid shall remain open and may not be withdrawn for the time period set forth in the Instructions to Bidders; 2) that he accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of his bid security; 3) and that, upon acceptance of this Bid, he will execute the Agreement and will furnish the required Contract Security and Insurance Certificates and Policies within the time period(s) set forth in the Instructions to Bidders.

Bidder agrees that the work will be completed on or before the dates or within the number of days indicated in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated and special damages in the event of failure to complete the work on time.

Bidder agrees that the terms used in this Bid, which are defined in the General and Supplementary Conditions.

Bidder acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of his Bid.

Addendum No.	Date Received	Addendum No.	Date Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bidder further warrants that by signing this bid form, he certifies the truth and correctness of all information and statements made on all required attachments to the bid proposal.

Bidder has attached hereto:

1. Bid security in the amount of _____ Dollars
(\$ _____) based upon a bid price of _____
Dollars (\$ _____).
2. Each and every document which compromises the Bid.

If a Bidder is a Corporation:

Respectfully submitted today, _____,
(Date)

By

(Corporation Name)

(State of Incorporation)

By

(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest

(Secretary)

License or Registration: _____

Number: _____

Business Address: _____

Phone No.: _____

If a Bidder is a Partnership:

Respectfully submitted today,

(Date)

By

(Firm Name)

(Printed or Typed Name of Partner)

License or Registration Number: _____

Business Address: _____

Phone No.: _____

If a Bidder is an Individual:

Respectfully submitted today,

(Date)

By _____
(Individual's Signature)

(Printed or Typed Name of Individual)

Doing business as

License or Registration Number:

Business Address:

Phone No.: _____

If a Bidder is a Joint Venture:

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture must be in the format appropriate to the form of that party as indicated on the preceding pages. At the bottom of each page indicate that this is a joint venture and name the parties to the joint venture.

ATTACHMENT #2
BIDDER'S QUALIFICATION STATEMENT

SUBMITTED TO:

State of New Jersey
Department of the Treasury
Division of Purchase and Property
33 West State Street
Trenton, New Jersey 08625

SUBMITTED FOR:

Site Remediation Contract
Name of Site: Combe Fill South Landfill
IFB Identification No: X-25633

This Qualification Statement contains five Sections with various subquestions. A completed statement must be submitted with the Bid or the Bidder will be disqualified. Any question which is inapplicable should be noted as "N.A." Attach additional sheets as required.

Section I. Bidder Information

- 1.0 How many years has your organization been in business as a remedial action contractor? _____
- 2.0 How many years has your organization been in business under its present name? _____
- 3.0 If your firm is a corporation, answer the following:
 - 3.1 Date of incorporation:
 - 3.2 State of incorporation:
- 4.0 If your firm is individually owned or a partnership, answer the following:
 - 4.1 Date of organization:
 - 4.2 State whether general or limited partnership:
- 5.0 If your firm is other than a corporation or partnership, describe the organization and name the principals:
- 6.0 If your firm is a subsidiary of another organization, provide the name(s), addresses and a chart of any parent, grandparent and other higher levels of the organization.

7.0 If your firm is a parent organization, provide the name(s), addresses and a chart of any subsidiaries.

8.0 Provide in the following space or attach your firm's organization chart. The chart should reflect the overall chain of command from the president or equivalent to the key project staff members who will be working on this Contract, and should include names and positions or titles.

9.0 List all applicable licenses, permits and other authorizations held by your firm.

	Type of License	Issued by	License #	Expiration Date
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____

Section II. Subcontractor Information

1.0 Do you plan to subcontract any part of this project?

 (yes/no)

2.0 If so, give the name(s) of subcontractor(s) and details of proposed subcontracts including the nature and scope of the subcontracted work.

3.0 Submit the following data for each subcontracting firm. Only those subcontractors for whom required information is supplied with this bid may be approved for use in the fulfillment of this contract.

3.a Provide subcontract's firm name, address, contact person and 24 hour phone numbers. Also identify if the firm is an MBE/WBE.

Firm Name: _____

Address: _____

Contact Person: _____

24 Hour Phone Number: () _____

MBE _____ WBE _____

- 3.b List below the name(s) of the responsible operating officers, their title and Social Security Number.

	<u>Name</u>	<u>Title</u>	<u>Social Security #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

- 3.c List all applicable licenses, permits and other authorizations held by the subcontractor.

	Type of License	Issued by	License #	Expiration Date
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____

Section III. Bidder's Qualifications and Past Experience

- 1.0 List the name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion date of any major construction projects your organization has in process on this date.

- 2.0 List the name of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of any major projects pertaining to work on hazardous waste landfills which your organization has completed in the past five years.

- 3.0 List the name, address and telephone number of a reference for each project listed under Items 1.0 and 2.0, above.

- 4.0 List the name and construction experience of the principal individuals of your organization relevant to the scope of this IFB.

- 5.0 List the states within the United States and the categories of construction in which your organization is legally qualified to do business.

6.0 List the name, address and telephone number of an individual who represents each of the following and whom STATE may contact for a financial reference:

6.a A surety:

6.b A bank:

6.c A major material supplier:

7.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

8.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

9.0 Attach a financial statement, prepared on an accrual basis, in a form which clearly indicates Bidder's assets, liabilities and net worth.

9.a Date of financial statement: _____

9.b Name of firm preparing statement: _____

10.0 List address, phone, and contact person for Bidder's headquarters and local office.

Headquarters Office

Name and Address: _____

Phone: _____

Contact Person: _____

Local Office (if any)

Name and Address: _____

Phone: _____

Contact Person: _____

Section IV. Project Information

- 1.0 Provide in the following space or attach your firm's project organization chart. This chart should reflect only those people who will be working on this specific project. Chart should include names and position or title.

- 2.0 Provide below a list of key personnel from your firm to be assigned to this project, their titles, functions and Social Security numbers. The proposed Industrial Hygienist and Health and Safety Specialist must be included. Bidders should also provide a resume for each:

Name: _____ Title: _____

Function: _____

SS# _____

Name: _____ Title: _____

Function: _____

SS# _____

Name: _____ Title: _____

Function: _____

SS# _____

Name: _____ Title: _____

Function: _____

SS# _____

- 3.0 Provide in the following space or attach a list of all equipment you intend to use on the project including, but not limited to, health and safety equipment, sampling and material handling equipment, laboratory equipment, technical equipment, etc. Sectionalize the equipment list according to use.

Section V. MBE/WBE Utilization Plan

1.0 Provide in the space below information relating to the preparation of a MBE/WBE Utilization Plan.

ATTACHMENT #3

BID SECURITY CERTIFICATION

IFB ID# X-25633

A bid guarantee equal to 5% of the Bidder's total proposed price is required. Check below the form(s) which this requirement is being satisfied:

_____ Certified check enclosed herewith.

_____ Bid bond enclosed herewith.

_____ Annual Blanket Bid Bond which is already on file with the Division of Purchase and Property.

_____ Letter of Credit

Name of Bidder

ATTACHMENT #4

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Insert Name or Legal Title of Bidder)

of _____
(Insert Address of Bidder)

as Principal, hereinafter called the Principal, and _____

(Insert Name or Legal Title of Surety)

of _____
(Insert Address of Surety)

a corporation duly organized under the laws of the State of

_____ as Surety, hereinafter called the
Surety, are firmly bound unto the State of New Jersey, Department
of Treasury, Division of Purchase and Property, 33 West State
Street, Trenton, New Jersey 08625 as Obligee, hereinafter called
the Obligee, in the penal sum of

_____ Dollars
(Surety to Insert Amount)

for the payment of which sum well and truly to be made, the said
principal and the said Surety bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for Remediation Work
at the

Combe Fill South Landfill

IFB Identification No. X-25633

NOW, THEREFORE, if the Obligee shall accept the Bid of the
Principal and the Principal shall enter into a Contract with the
Obligee in accordance with the terms of such Bid, and give such
Bond or Bonds as may be specified in the Bidding or Contract
Documents with good and sufficient surety acceptance to the
Obligee, or in the event of the failure of the Principal to enter
such Contract and give such Bond or Bonds, if the Principal shall
pay to the Obligee the above penal sum as liquidated damages for
damages which the Obligee may suffer by reason of such failure,
then this obligation shall be null and void, otherwise to remain in
full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extension of the time within which the Obligee may accept the Bid of the Principal and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on this _____ day of _____ 19__.

Principal

------(Corporate Principal)-----

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

------(Individual Principal)-----

By _____
(Individual's Signature)

(Printed or Typed Name of Individual)

Doing business as _____

------(Partnership Principal)-----

By _____
(Firm Name)

(Partner's Signature)

(Printed or Typed Name of Partner)

------(Joint Venture Principals)-----

By _____
(Signature)

(Printed or Typed Name)

By _____
(Signature)

(Printed or Typed Name)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

Surety

------(Corporate Surety)-----

By _____
(Corporation Name)

By _____
(Signature of Officer or Attorney-in-Fact*)

(Printed or Typed Name and Title of Officer, or Name of Attorney-in-Fact*)

(CORPORATE SEAL)

Attest _____
(Secretary)

* Attach certified and effective dated copy of power of attorney showing authority of attorney-in-fact to execute in behalf of corporation.

ATTACHMENT #5

PRICE SCHEDULES

- A. The bidder shall be paid the applicable price proposed in this Price Schedule for work performed under the Contract. For bidding purposes, the STATE has estimated the units and quantities of Contract Work, however, the actual units and quantities may vary and the STATE assumes no responsibility for the accuracy of its estimates. Payments for unit price items will be based on the actual quantities of work performed by the Contractor and approved by the State as necessary for the project. Payment will be made for the quantity of work accepted by the State times the applicable unit price proposed in this Price Schedule. Payment for lump sum items will be made on completion of the work included under the lump sum.
- B. The State is exempt from New Jersey Sales or Use Taxes, and Federal Excise Taxes. The Contractor shall not include taxes in his price quotation for which the State is exempt. The Owner's Federal Excise Tax Exemption Number is 22-75-0050K.
- C. Contractor shall pay all sales, consumer use and other similar taxes required to be paid by him in accordance with the law of the place of the Project.

Bidder _____

**COMBE FILL SOUTH LANDFILL
PRICE SCHEDULE**

Item No.	Item	Unit	Estimated Quantity	Unit Bid Price			Item Total Bid Price	
				Words	Figures		Dollars	Cts
					Dollars	Cts		
1.	Performance and Payment Bonds	L.S.	Job		\$		\$	
2.	Mobilization/Demobilization	L.S.	Job		\$		\$	
3.	Operation and Maintenance of Temporary Facilities	L.S.	Job		\$		\$	
4.	Cash Allowance for Telephone, Electric and Gas Service	L.S.	Job	Seventy Thousand Dollars and Zero Cents	\$ 70,000	00	\$ 70,000	00
5.	On-Site Geotechnical Testing Laboratory	L.S.	Job		\$		\$	
6.	Site Clearing and Grubbing	L.S.	Job		\$		\$	
7.	Construction Water Management and Disposal	L.S.	Job		\$		\$	
8.	Earthwork - Fill/Refuse Relocation	C.Y.	200,000		\$		\$	

Bidder

COMBE FILL SOUTH LANDFILL
PRICE SCHEDULE

Item No.	Item	Unit	Estimated Quantity	Unit Bid Price			Item Total Bid Price	
				Words	Figures		Dollars	Cts
					Dollars	Cts		
9.	Off-Site Embankment Material	C.Y.	130,000		\$		\$	
10.	Soil Barrier Layer Test Section	L.S.	Job		\$		\$	
11.	Soil Barrier Layer: Natural Clay Option or Bentonite Amended Option (Cross Out The Alternate Not Bid)	C.Y.	201,476		\$		\$	
12.	Flexible Membrane Cover	S.F.	1,140,025		\$		\$	
13.	Geotextile Filter	S.F.	4,510,800		\$		\$	
14.	Drainage Layer	C.Y.	100,738		\$		\$	
15.	Vegetative Layer	C.Y.	151,107		\$		\$	

Bidder _____

**COMBE FILL SOUTH LANDFILL
PRICE SCHEDULE**

Item No.	Item	Unit	Estimated Quantity	Unit Bid Price			Item Total Bid Price	
				Words	Figures		Dollars	Cts
16.	Cap Side Slope Diversion Ditches	L.F.	13,760		\$		\$	
17.	Cap Drainage Ditches	L.F.	3,638		\$		\$	
18.	Topsoil	C.Y.	50,379		\$		\$	
19.	Seeding	Acres	63		\$		\$	
20.	Gabion Wall	C.Y.	4,850		\$		\$	
21.	Polyvinyl Chloride (PVC) Pipe 4 inch Diameter							
21A	Perforated PVC Pipe	L.F.	14,160		\$		\$	
21B	Solid PVC Pipe	L.F.	680		\$		\$	

Bidder _____

**COMBE FILL SOUTH LANDFILL
PRICE SCHEDULE**

Item No.	Item	Unit	Estimated Quantity	Unit Bid Price			Item Total Bid Price	
				Words	Figures		Dollars	Cts
22.	Cap Drainage Vaults	Each	3		\$		\$	
23.	Road Grading:							
23A	24 foot wide main access road	L.F.	1,586		\$		\$	
23B	12 foot wide perimeter road	L.F.	7,000		\$		\$	
23C	18 foot wide driveways and Parking Lot	S.Y.	1,295		\$		\$	
24.	Perimeter Access Road Material (Dense Graded Aggregate)	C.Y.	3,300		\$		\$	
25.	Granular Subbase for Paved Access Road (Dense Graded Aggregate)	C.Y.	2,350		\$		\$	
26.	Bituminous Paving:							
26A	Bituminous Concrete Base Course: Mix I-1	C.Y.	270		\$		\$	

Bidder _____

**COMBE FILL SOUTH LANDFILL
PRICE SCHEDULE**

Item No.	Item	Unit	Estimated Quantity	Unit Bid Price			Item Total Bid Price	
				Words	Figures		Dollars	Cts
					Dollars	Cts		
26B	Bituminous Concrete Binder Course: Mix I-4	C.Y.	135		\$		\$	
26C	Bituminous Concrete Binder Course: Mix I-3	C.Y.	135		\$		\$	
27.	Temporary Repairs to Parker Road	S.Y.	1,000		\$		\$	
28.	Permanent Repairs to Parker Road	S.Y.	5,000		\$		\$	
29.	Gas Extraction Well (Base depth of 30 feet)	Each	66		\$		\$	
30.	Add or Deduct per VLF of Gas Extraction Wells	V.L.F.	+600		\$		\$	

Bidder _____

**COMBE FILL SOUTH LANDFILL
PRICE SCHEDULE**

Item No.	Item	Unit	Estimated Quantity	Unit Bid Price			Item Total Bid Price	
				Words	Figures		Dollars	Cts
31.	Gas Header Piping and Fittings: Below Grade Piping:							
31A	4 inch Schedule 40 PVC Pipe	L.F.	5,410		\$		\$	
31B	6 inch Schedule 40 PVC Pipe	L.F.	2,975		\$		\$	
31C	8 inch Schedule 40 PVC Pipe	L.F.	7,135		\$		\$	
	Above Grade Piping:							
31D	4 inch Fiberglass Reinforced Epoxy Resin Pipe	L.F.	2,665		\$		\$	
31E	6 inch Fiberglass Reinforced Epoxy Resin Pipe	L.F.	1,365		\$		\$	
31F	8 inch Fiberglass Reinforced Epoxy Resin Pipe	L.F.	550		\$		\$	

Bidder _____

**COMBE FILL SOUTH LANDFILL
PRICE SCHEDULE**

Item No.	Item	Unit	Estimated Quantity	Unit Bid Price			Item Total Bid Price	
				Words	Figures		Dollars	Cts
					Dollars	Cts		
31G	Gas Header System Accessories	L.S.	Job		\$		\$	
32.	Condensate Collection System	L.S.	Job		\$		\$	
33.	Landfill Gas Treatment System	L.S.	Job		\$		\$	
34.	Reinforced Concrete Pipe:							
34A	12 inch diameter	L.F.	100		\$		\$	
34B	15 inch diameter	L.F.	215		\$		\$	
34C	18 inch diameter	L.F.	55		\$		\$	
34D	21 inch diameter	L.F.	105		\$		\$	
34E	24 inch diameter	L.F.	50		\$		\$	

Bidder

COMBE FILL SOUTH LANDFILL
PRICE SCHEDULE

Item No.	Item	Unit	Estimated Quantity	Unit Bid Price			Item Total Bid Price	
				Words	Figures		Dollars	Cts.
					Dollars	Cts.		
34F	30 inch diameter	L.F.	25		\$		\$	
34G	36 inch diameter	L.F.	248		\$		\$	
35.	Reinforced Concrete Headwalls	Each	16		\$		\$	
36.	Storm Manholes							
36A	5 foot Diameter Storm Manholes	Each	3		\$		\$	
36B	5 foot Cap Drainage Manholes	Each	1		\$		\$	
37.	Rip-Rap							
37A	Rip-Rap Lighter than 100 lbs.	C.Y.	5,900		\$		\$	
37B	Rip-Rap Heavier than 100 lbs.	C.Y.	2,300		\$		\$	

Bidder _____

**COMBE FILL SOUTH LANDFILL
PRICE SCHEDULE**

Item No.	Item	Unit	Estimated Quantity	Unit Bid Price			Item Total Bid Price	
				Words	Figures		Dollars	Cts
					Dollars	Cts		
37C	Gabion Matresses	C.Y.	100		\$		\$	
37D	Rip-Rap Bedding	C.Y.	4,200		\$		\$	
38	Select Fill							
38A	Type A	C.Y.	1,000		\$		\$	
38B	Type B	C.Y.	800		\$		\$	
38C	Type C	C.Y.	500		\$		\$	
38D	Type D	C.Y.	1,900		\$		\$	

Bidder _____

**COMBE FILL SOUTH LANDFILL
PRICE SCHEDULE**

Item No.	Item	Unit	Estimated Quantity	Unit Bid Price			Item Total Bid Price	
				Words	Figures		Dollars	Cts
38E	Type E	C.Y.	200		\$		\$	
38F	Type F	C.Y.	1,200		\$		\$	
38G	Type G	C.Y.	200		\$		\$	
38H	Type H	C.Y.	400		\$		\$	
38I	Type I	C.Y.	100		\$		\$	
39.	Concrete	C.Y.	50		\$		\$	
40.	Detention Basins	L.S.	Job		\$		\$	
41.	Shallow Ground Water Recovery Wells (Base depth of 40 feet)	Each	19		\$		\$	

Bidder

**COMBE FILL SOUTH LANDFILL
PRICE SCHEDULE**

Item No.	Item	Unit	Estimated Quantity	Unit Bid Price			Item Total Bid Price	
				Words	Figures		Dollars	Cts
42.	Add or Deduct per VLF of Shallow Ground Water Recovery Well	V.L.F	+150		\$		\$	
43.	Shallow Ground Water Collection System	L.S.	Job		\$		\$	
44.	Ground Water Treatment System	L.S.	Job		\$		\$	
45.	Effectiveness Monitoring Wells							
45A	2-inch diameter PVC monitor wells (Base depth of 40 feet)	Each	18		\$		\$	
45B	4-inch diameter PVC monitor wells (Base depth of 35 feet)	Each	11		\$		\$	
45C	6-inch diameter PVC monitor wells (Base depth of 70 feet)	Each	9		\$		\$	
45D	6-inch diameter steel bedrock monitor wells (Base depth of 75 feet)	Each	6		\$		\$	
45E	6-inch diameter steel off-site bedrock monitor wells (Base depth of 100 feet)	Each	3		\$		\$	

Bidder _____

**COMBE FILL SOUTH LANDFILL
PRICE SCHEDULE**

Item No.	Item	Unit	Estimated Quantity	Unit Bid Price			Item Total Bid Price	
				Words	Figures		Dollars	Cts
45F	6-inch diameter steel off-site bedrock monitor wells (Base depth of 150 feet)	Each	3		\$		\$	
45G	6-inch diameter steel off-site bedrock monitor wells (Base depth of 200 feet)	Each	3		\$		\$	
46.	Add or Deduct per VLF of Effectiveness Monitoring System		+150					
46A	2-inch diameter PVC monitor wells	V.L.F	+150		\$		\$	
46B	4-inch diameter PVC monitor wells	V.L.F	+100		\$		\$	
46C	6-inch diameter PVC monitor wells	V.L.F	+150		\$		\$	
46D	6-inch diameter steel bedrock monitor wells	V.L.F	+100		\$		\$	
46E	6-inch diameter steel off-site bedrock monitor wells	V.L.F	+250		\$		\$	

Bidder

COMBE FILL SOUTH LANDFILL
PRICE SCHEDULE

Item No.	Item	Unit	Estimated Quantity	Unit Bid Price			Item Total Bid Price	
				Words	Figures		Dollars	Cts
47.	Grouting Existing Monitoring Wells & Borehole Abandonment							
47A	Grouting Existing Monitoring Wells	V.L.F	1,500		\$		\$	
47B	Borehole Abandonment	V.L.F	500		\$		\$	
48.	Erosion and Sediment Control	L.S.	Job		\$		\$	
49.	Chain Link Fence							
49A	Chain Link Fence Installation	L.F.	8,900		\$		\$	
49B	Chain Link Fence Grounding	L.S.	Job		\$		\$	
50.	Decontamination Area and Facilities	L.S.	Job		\$		\$	
51.	Air Monitoring Plan							
51A	Air Monitoring Plan	L.S.	Job		\$		\$	

Bidder

**COMBE FILL SOUTH LANDFILL
PRICE SCHEDULE**

Item No.	Item	Unit	Estimated Quantity	Unit Bid Price		Item Total Bid Price	
				Words	Figures Dollars Cts	Dollars	Cts
51B	Additional Testing of Sorbent Tubes	Each	100				
					\$		\$
52.	Dust Migration Control Plan	L.S.	Job				
					\$		\$
53.	Environmental Pollution Control Plan Development	L.S.	Job				
					\$		\$
54.	Spill and Discharge Control Plan Development	L.S.	Job				
					\$		\$
55.	Quality Control Plan Development	L.S.	Job				
					\$		\$
56.	Security Plan	L.S.	Job				
					\$		\$
57.	Health and Safety Plan	L.S.	Job				
					\$		\$
58.	Drum Removal	Each	100				
					\$		\$

Bidder _____

**COMBE FILL SOUTH LANDFILL
PRICE SCHEDULE**

Item No.	Item	Unit	Estimated Quantity	Unit Bid Price			Item Total Bid Price	
				Words	Figures		Dollars	Cts
					Dollars	Cts	Dollars	Cts
59.	Test Pit Excavation & Backfilling	Each	25		\$		\$	
60.	Erosion Control Matting	S.Y.	11,000		\$		\$	
61.	Operation and Maintenance – First Year	L.S.	Job		\$		\$	
62.	Operation and Maintenance – Second Year	Month	12		\$		\$	
Total Bid Price in Words					Total Bid Price (Figures)		\$	

ATTACHMENT #6

JOINT VENTURE CERTIFICATION

Submitted to the State of New Jersey in connection with a bid proposal in response to IFB X-25633 to provide remediation services at the

Combe Fill South Landfill

The parties whose authorized signatures appear on the Bid Form have duly associated themselves for the purposes of submitting the aforementioned bid proposal to the State of New Jersey and do hereby authorize the submission of that bid proposal and do hereby pledge to perform jointly any Contract for the State of New Jersey which is awarded to the joint venture as a result of the bid proposal.

Name

Name

Title

Title

Corporation or Company

Corporation or Company

Date

Date

If any joint venturer is a corporation, a resolution of the board of directors authorizing this joint venture and bid submission must be attached for each member of the joint venture.

ATTACHMENT #7
CORPORATE RESOLUTION OF AUTHORITY TO SUBMIT BID PROPOSAL

Whereas, it is for the best interests of this corporation to submit a bid to the State of New Jersey in response to IFB X-25633 to provide remediation services at

Combe Fill South Landfill

(Name and Title of Authorized Officer)

is hereby authorized to submit a bid to the State of New Jersey on behalf of

(Name of Corporation)

In witness whereof I certify that this resolution was duly adopted and I hereunder subscribe my name.

Signature

Name

Title

Date

Corporate Seal

ATTACHMENT #8

AFFIRMATIVE ACTION SUPPLEMENT TO BID SPECIFICATIONS

AFFIRMATIVE ACTION		TERM CONTRACT - ADVERTISED BID PROPOSAL	
DEPT OF TREASURY DIV OF PURCHASE & PROPERTY DEPT OF TREASURY W STATE ST.-9TH FLOOR N-230 TRENTON NJ 08625-0230		NUMBER : 92-X-25633 OPEN DATE : 01/07/92 TIME : 2 PM T-NUMBER : BIDDER :	PAGE 7

SUPPLEMENT TO BID SPECIFICATIONS

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS OR SEX. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS OR SEX. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;

2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS OR SEX;

3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS OR SEX, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.

7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS OR SEX, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTANT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC 17:27).

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- ☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL.)
- ☐ I HAVE COMPLETED THE INCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

ITEM 1 - Enter the Federal Identification Number assigned to the contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for,"

or

If your business is such that you have not, or will not receive a Federal Employer Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

ITEM 5 - Enter the physical location of the company, include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not just those employees at the facility being awarded the contract.

ITEM 8 - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at only one physical location. Multi-establishment Employer shall include an employer whose business is conducted at more than one location.

ITEM 9 - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

ITEM 10 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 11 - Enter the name of the Public Agency awarding the contract. Include City, State, and Zip Code.

ITEM 12 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Phillippine Islands and Somoa.

ITEM 13 - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 14 - Enter the dates of the payroll period used to prepare the employment data presented in item 12.

ITEM 15 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 16 - If the answer to item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 17 - Print or type the name of the person completing this form. Include the signature, title and date.

ITEM 18 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

State of New Jersey
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

SECTION A - COMPANY IDENTIFICATION

1. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY		
4. COMPANY NAME				
5. STREET	CITY	COUNTY	STATE	ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY	STATE	ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO				
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. <input style="width: 50px;" type="text"/>				
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <input style="width: 50px;" type="text"/>				
11. PUBLIC AGENCY AWARDED CONTRACT		CITY	STATE	ZIP CODE

OFFICIAL USE ONLY

DATE RECEIVED		OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR	COUNTY	MINORITY	FEMALE

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2 & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employment from Previous Report (if any)											
The data below shall NOT be included in the request for the categories above.											
Temporary and Part-time Employees											

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. VISUAL SURVEY ☐ 2. EMPLOYMENT RECORD ☐ 3. OTHER (SPECIFY)

15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED?
☐ 1. YES ☐ 2. NO

16. IF NO DATE OF LAST REPORT SUBMITTED

14. DATES OF PAYROLL PERIOD USED

MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (Print or Type) (CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	DATE
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE)
			PHONE (AREA CODE, NO. & EXTENSION)

ATTACHMENT #9
HAZARDOUS WASTE CONTRACTOR DISCLOSURE FORM

(Separate copies are to be completed by Bidder, each venture partner if bidder is a joint venture and each proposed subcontractor)

SECTION I

- A. Name of corporation, partnership or proprietorship completing this form

If party completing this form is a venture partner, state name of the Joint Venture submitting a bid proposal

If party completing this form is a proposed subcontractor,
state name of the proposed Prime Contractor who is submitting
the bid proposal

- B. Party completing this form is a: Sole Proprietorship
 Partnership
 Corporation

SECTION II OWNERSHIP DISCLOSURE

- A. If a sole proprietorship, give the following information:

1. Full business name _____
2. Full name of proprietor if different from No. 1 (Include middle initial)

B. If a partnership, give the following information for each partner

1a. Full name (include MI) _____

Business address _____

Home address _____

Date of birth _____
(Statement of age is not sufficient)

Social Security Number _____

1b. Full name (include MI) _____

Business address _____

Home address _____

Date of birth _____
(Statement of age is not sufficient)

Social Security Number _____

- 2. List the names and addresses of any other individuals, partnerships, corporations or owners who have a 10% or more interest in the partnership. If a listed owner is itself a partnership or corporation, then list any owners with a 10% or more interest in them. If there are no other owners with a 10% or more interest, then state "none" below.**

C. If a corporation, give the following information for the President, Vice President, Secretary, or Clerk, and Treasurer.

1a. Full name _____
(Include MI and position)
Business address _____

Home address _____

Date of birth _____
(Statement of age is not sufficient)

Social Security Number _____

1b. Full name _____
(Include MI and position)
Business address _____

Home address _____

Date of birth _____
(Statement of age is not sufficient)

Social Security Number _____

1c. Full name _____
(Include MI and position)
Business address _____

Home address _____

Date of birth _____
(Statement of age is not sufficient)

Social Security Number _____

2. List names and addresses of each individual, partnership, or corporation having a 10% or more interest in the corporation, and/or holding 10% or more of the equity or debt liability of the corporation. (other than a banking or other licensed lending institution). If a listed owner is itself a corporation or partnership, list any owners with a 10% or more interest in it. If there are no individuals, partnerships or corporations holding 10% or more interest, equity or debt liability in the corporation, then state "none" below.

SECTION III

With respect to the party completing this form, any officers, directors, owners, parents, subsidiaries, subcontractors or other persons involved with this bid, are there any pending indictments or have there been any convictions for any criminal offenses in any State or Federal jurisdiction where the offense involves a public contract, a professional obligation or a crime of moral turpitude.

If yes, state for each such indictment or conviction:

- A. The name of the person or entity and whether there is a pending indictment or a conviction

- B. The specific offense for which the indictment was returned or the conviction entered, giving statutory citation where applicable

- C. The date of the indictment of conviction

- D. The name of the jurisdiction which returned the indictment, and the name of the court if there was a conviction

- E. The specific disposition of the proceedings, if completed, including any sentence, penalty, injunction, forfeiture, suspension or revocation

- F. Any mitigating circumstances or other relevant information

SECTION IV

With respect to the party completing this form, any officers, directors, owners, parents, subsidiaries, subcontractors or other persons involved with this bid, state whether any federal, state or local governmental license, permit or other similar authorization to collect, transport, store, treat, or dispose of waste of any type, or hazardous substances of any type, held or applied for is now suspended or revoked, whether or not by consent, or is the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation.

____ yes ____ No

If yes, state as to each such suspension, revocation or proceeding:

A. The name of the person or entity affected by the action

B. The specific action taken or proceedings pending, giving citations to applicable statutes and regulations

C. The specific grounds alleged for the action taken or proceedings pending

D. The name of the jurisdiction and the governmental agency

E. The specific disposition of the proceedings if completed

F. The names and locations of all facilities affected by the action

G. Any mitigation circumstances or other relevant information

(If necessary add additional sheets giving the additional information using the same format as above)

SECTION V

With respect to the party completing this form, any officers, directors, owners, parents, subsidiaries, subcontractors or other persons involved with this bid, state whether any federal, state or local governmental license, permit or other similar authorization to collect, transport, store, treat or dispose of waste of any type, or hazardous substances of any type, held or applied for is now suspended or revoked, whether or not by consent, or is the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation.

____ Yes ____ No

If yes, state as to each such suspension, revocation or proceeding:

A. The name of the person or entity affected by the action

B. The specific action taken or proceedings pending, giving citations to applicable statutes and regulations

C. The specific grounds alleged for the action taken or proceedings pending

D. The name of the jurisdiction and the governmental agency

E. The specific disposition of the proceedings if completed

F. The names and locations of all facilities affected by the action

G. Any mitigating circumstances or other relevant information

(If necessary add additional sheets giving the additional information using the same format as above)

SECTION VI

With respect to the party completing this form, any officers, directors, owners, parents, subsidiaries, subcontractors or other persons involved with this bid, state whether any person or entity is now enjoined or otherwise prevented from engaging in the collection, transportation, storage, treatment or disposal of any type of waste or hazardous substance, generally or with respect to one or more specific facilities or locales, by any federal, state or local court or by any federal state or local court or by any federal, state or local governmental agency, whether or not by consent.

____ Yes ____ No

If yes, state as to each such injunction or other such action:

A. The name of the person or entity affected

B. The specific action taken, giving citations to applicable statutes and regulations

C. The specific grounds alleged for the action taken or proceedings pending

D. The name of the jurisdiction and the governmental agency or court

E. The specific disposition of the proceedings if completed

F. The names and locations of all facilities affected by the action

G. Any mitigating circumstances or other relevant information

(If necessary add additional sheets giving the additional information using the same format as above)

SECTION VII

With respect to the party completing this form, any officers, directors, owners, parents, subsidiaries, subcontractors or other persons involved with this bid, state whether any person or entity is now debarred or suspended from contracting with any federal, state or local government agency.

____ Yes ____ No

If yes, state as to each:

A. The name of the person or entity affected

B. The name of the jurisdiction and agency issuing the debarment or suspension

C. The grounds alleged by the agency for action taken

D. The disposition including length of time the suspension or debarment will be effective

E. Mitigating circumstances or other relevant information

(If necessary add additional sheets giving the additional information using the same format as above)

ATTACHMENT #10
CONFLICT OF INTEREST
RESPONSIBLE PARTIES

Name of Site: Combe Fill South Landfill

- I. The STATE will seek recovery of the costs of the cleanup of specific sites from any and all responsible parties and must anticipate the possibility of litigation with one or more of these parties. In order to avoid a conflict of interest or the appearance of conflict, the State requires that the Bidder disclose any work he has done on the site of this contract and any contractual or other business relationship occurring during the preceding five years between the Bidder, or any subcontractor of the Bidder, and any person or entity who is or may be responsible for the cleanup costs at the site.

- A. Persons and entities who may be responsible party are as follows:

BECKMAN INSTRUMENTS, INC.
CEA-OXY RESOURCE RECOVERY ASSOCIATES
CWM CHEMICAL SERVICES, INC.
CHESTER HILLS, INC.
COMPACTION SYSTEMS CORPORATION
COMPACTION SYSTEMS CORP. OF CONNECTICUT, INC.
COMPTON PRESS, INC.
CONNECTICUT RESOURCE RECOVERY AUTHORITY
CUSTOM ALLOY CORPORATION
FRANK FENIMORE, INC.
J. FILIBERTO SANITATION, INC.
HOWMET CORPORATION
ITT RAYONIER, INC.
OCCIDENTAL PETROLEUM
POLICASTRO SANITATION, INC.
PUBLIC SERVICE ELECTRIC & GAS COMPANY
R & R SANITATION, INC.
SCA SERVICES, INC.
THE MENNEN COMPANY
WARNER LAMBERT COMPANY

- B. As additional information becomes available to the STATE, the STATE reserves the right to identify at any time additional parties who may be responsible for this site and to disqualify a bidder or terminate this Contract on that basis.

- C. A Bidder or Bidder's subcontractor will be deemed to have had a business relationship with one of the parties so named, for purposes of this section, if it has had such a relationship with a parent, subsidiary, predecessor or successor of such a party, or if it has been engaged by independent legal representatives on behalf of any of such parties as so defined. The STATE will determine whether the particular circumstances of any relationship disclosed by a Bidder will preclude the award of a contract to that Bidder.

II. I am an officer of the firm listed below and am completing this certification on its behalf. I am familiar with the site for this Contract. I have examined the list of persons and/or entities itemized above. Pursuant to the Conflict of Interest Section 11.5 of the Instructions to Bidders, Article 6.16 of the General Conditions and this Conflict of Interest Attachment #10, I hereby affirm that the firm has:

A. (Check One)

_____ Had no contractual or business relationship with any of these persons or entities.

_____ Had relationships with the persons or entities as listed and described below.

B. (Check One)

_____ Done no work on this site.

_____ Done work on this site as described below.

Date

Type or Print Name

Name of Proprietorship,
Partnership or Corporation
Submitting Form

ATTACHMENT #11
EXPLANATION OF PAST PROBLEMS

The Bidder must list below and discuss any written complaints he or his proposed subcontractors have received from the State regarding past work with the State.

ATTACHMENT #12

MBE/WBE CERTIFICATION

It is recognized that it is the policy of the State of New Jersey to try to award a fair share of contracts to minority and women's business, when as sources of supplies, construction and services. The fair share objectives for this contract are established at 12% combined minority and 3% women-owned business participation.

I certify that _____

(Name of Bidder)

will endeavor to meet the goals specified in the preceding paragraph by taking and documenting the following affirmative steps in selection and procurement of subcontractors:

1. Including qualified minority and women's businesses on solicitation lists with adequate time for solicitation response;
2. Assuring that minority and women's businesses are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of minority and women's businesses;
4. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by minority and women's businesses;
5. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce, and the NJDEPE Office of Equal Opportunity and Public Contract Assistance.

Type or Print Name

Type or Print Title

Name of Proprietorship,
Partnership or Corporation
Submitting Form

ATTACHMENT #13
MANDATORY BIDDERS CONFERENCE ATTENDANCE FORM

Site Name: COMBE FILL SOUTH LANDFILL

The Bidder should complete this form and bring it along with the IFB to the Bidders Conference. Submission of this form at the conference will serve as proof of attendance.

PLEASE TYPE OR PRINT CLEARLY IN INK

1. Copy the following information directly from the cover sheet of this IFB.

A. Description of Service REMEDIAL CONSTRUCTION

B. IFB ID# (R or X#) X-25633

C. Name of Firm _____
(Copy exactly as name
appears on mailing label)

D. Address of Firm _____
(Include Phone &
Fax Numbers) _____

E. Representative's Name to
Receive Correspondence _____

2. Complete the section below if your firm desires correspondence on this IFB to be mailed to an address other than above.

A. Name of firm _____

B. Address _____

C. Representative's Name _____

3. Signature of representative below will certify attendance at the Mandatory Bidders Conference.

Signature _____

Name of Representative _____

Position in Firm _____

ATTACHMENT #14

Site Name: Combe Fill South Landfill
IFB Bid Identification X-25633

MANDATORY HAZARDOUS WASTE SITE INSPECTION
ATTENDANCE/LIABILITY RELEASE FORM

- A. As a condition of entrance to the site, Each visitor must execute this release holding the State harmless for personal or other injuries and/or damages which may occur during the course of the site visit. Bidders will not be granted access to the site unless this release is executed. Each visitor must present a completed copy of this form at the time of the site inspection. Submission of this form will serve both as a release of liability and as proof of attendance.

- B. The undersigned acknowledges and agrees to the following:

The State of New Jersey advises all prospective bidders and other persons that it is without complete knowledge of the content and nature of the substances on site, or in the soil and air on site and that is without knowledge of the nature or degree of the hazards which might arise therefrom. The State of New Jersey further advises that it has given the site a D hazard rating pursuant to applicable federal standards for the purpose of this inspection. Any persons who enter upon the site, examine the site, or conduct any activity on or in the vicinity of the site do so at their own risk. The State of New Jersey assumes no liability whatsoever for any damage, loss or injury of any kind arising in anyway from such entry upon, examination of or activity on or in the vicinity of the site by any person or persons.

Prospective bidders and any other persons agree that, if given permission to enter upon and examine the site for the purpose of this IFB, they shall be solely responsible for and shall keep, save, and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of loss of life, property, or injury or damage to the person, body or property of any person, agency or corporation, which shall arise from or result directly or indirectly from said entry upon, inspection of, or activity upon or in the vicinity of the site, pursuant to this IFB.

C. Every visitor to the site must represent a prospective bidder for this IFB as explained below:

1. Name of Prospective Bidder _____
(copy exactly as name appears
on mailing label for IFB)
2. Address of Prospective Bidder _____

3. Visitor's Name _____
4. Visitor's Relationship/Position
with Prospective Bidder _____

D. Signature below will certify that the visitor is authorized to enter and examine the site on behalf of the above named prospective Bidder and his/her understanding and acceptance of the liability release.

Signature: _____

Date: _____

ATTACHMENT #15
FORM OF AGREEMENT

NOTE: Below is a Model Form of Agreement which will form the basis for a contract arising from this Bid Document. As circumstances require, this form may be modified in developing a final contract document.

IFB # X-25633

SITE: Combe Fill South Landfill

This AGREEMENT made and entered into this _____ day of _____ between the STATE OF NEW JERSEY, acting by and through the DIRECTOR OF THE DIVISION OF PURCHASE AND PROPERTY in the Department of the Treasury, for and on behalf of the Department of Environmental Protection and Energy hereinafter referred to as the STATE, and _____, hereinafter referred to as the CONTRACTOR.

WITNESSETH: THE STATE and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

- 1.1 CONTRACTOR shall at his own cost and expense furnish all labor, services, tools, materials, equipment and incidentals necessary to perform all work required by the Contract Documents to construct the Site Work.

ARTICLE 2 - CONTRACT DOCUMENTS

- 2.1 The Contractor and the State hereby agree to all provisions, terms, conditions, specifications and scope of work set forth in the following Contract Documents which, together with the terms of this document, comprise the entire contract between the State and the Contractor: (List of documents and dates thereof).

The Contract Documents, which comprise the entire agreement between State and Contractor are attached to this Agreement and are made a part hereof.

- 2.2 The information required to be submitted with the bid is intended to be used in evaluating the CONTRACTOR'S understanding of the project and responsiveness to the requirements of the project. Deviations from the bid documents proposed in the Bidder's submissions shall not relieve the Bidder from responsibility for compliance with the Drawings and the Specifications nor will they be deemed a change in the requirements or terms of the Contract Documents

should the Bidder be chosen. The Contract Documents supersede any bid submissions by the CONTRACTOR. Unless the Agreement specifies exceptions, the bid document issued by the State prevails over the bid and the Contractor, by signing the Agreement, agrees that any deviations from the bid document are null and void.

2.3 The sequence of precedence pertaining to interpretation of Contract Documents is as follows:

1. This Agreement, including a subcontractor Statement of Responsibility for each subcontractor.
2. The Bid Form submitted by the CONTRACTOR with his bid.
3. The Plans and Specifications for this Contract contained in the IFB
4. The Drawings issued by the State with the IFB
5. The Supplementary Conditions contained in the IFB
6. The General Conditions contained in the IFB
7. The Instructions to Bidders in the IFB
8. The Attachments and other Bid Documents issued with the IFB
9. The CONTRACTOR'S Bid including all Attachments
10. Any other documents attached hereto pursuant to Article 2.1 of this Agreement above.

ARTICLE 3 - ENGINEER

- 3.1 The Project has been designed by () who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have all rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIME

- 4.1 The Work will be substantially completed within () days of the effective date of the Agreement and fully completed and ready for final payment in accordance with Article 16.9 of the General Conditions within () days after the effective date of the Agreement.

ARTICLE 5 - CONTRACT PRICE

- 5.1 STATE shall pay CONTRACTOR for performance of the Work in accordance with the Price Schedules in CONTRACTOR'S BID.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

- 6.1 As part of the inducement for STATE to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
 - B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the Work which were utilized by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the IFB's Supplementary Conditions (Article SC-2).
 - C. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies to verify such reports and related data (in addition to those referred to in IFB Article SC-2) as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
 - D. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
 - E. CONTRACTOR has given STATE written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by STATE is acceptable to CONTRACTOR.
- 6.2 STATE and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, and his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

This Agreement will be effective on _____ 19 ____.

Witness Signature By: _____
Contractor Signature

DATE _____ (Type Name) _____
(Type Title) _____

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION AND ENERGY

Witness Signature By: _____
Date _____ DIRECTOR,
DIVISION OF PURCHASE AND PROPERTY

Witness Signature By: _____
DATE _____ COMMISSIONER,
DEPARTMENT OF ENVIRONMENTAL
PROTECTION AND ENERGY

This contract reviewed and in order:

Name: _____

Date: _____

Title: _____

PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY

Approved as to form only:
ATTORNEY GENERAL, STATE OF NEW JERSEY

By: _____
Deputy Attorney General

DATE: _____

ATTACHMENT #16
SUBCONTRACTOR STATEMENT OF RESPONSIBILITY

IFB X-25633

SITE: Combe Fill South Landfill

As a condition of the subcontract entered into between _____, hereinafter referred to as the Subcontractor, and _____, hereinafter referred to as the Contractor, for work on a contract with the State of New Jersey, the Subcontractor agrees to the following terms:

1. The Subcontractor acknowledges and accepts all applicable provisions of the contract between the Contractor and the State, including the provisions of the Bid Documents, the Contractor's Bid and all other Contract Documents.
2. The Subcontractor acknowledges and accepts that his status is that of an independent principal working for the Contractor and not as an agent, employee or contractor of the State.
3. The Subcontractor shall hold the State harmless for any consequences of his subcontract with the Contractor and shall look solely to the Contractor for any payments or damages arising out of his work for the Contractor.

Date

Signature

Type or Print Name

Title

ATTACHMENT #17
CERTIFICATION OF INSURANCE DOCUMENTATION

This certification is submitted on behalf of

(Name of Contractor)

in fulfillment of insurance obligations for work at

Combe Fill South Landfill _____
(Name of Site)

under contract

X-25633 _____

I am a broker/agent licensed by the State of

(Name of State)

The insurance certificates I have issued for this contract are for insurance from carriers authorized to do business in New Jersey. I have reviewed the insurance specifications of the contract for which these certificates are being issued, and, except as specifically noted herein, the insurance policies identified on the certificates meet all of the contract insurance requirements. The policies provide for thirty (30) days notice, in writing, to the State prior to any cancellation, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this contract.

I have issued certificates for the following types of insurance for this contract:

Comprehensive General Liability	_____
Pollution Liability/Environmental Impairment	_____
Automobile Liability	_____
Employers Liability	_____
Workers Compensation	_____

With respect to the General Liability and Pollution Liability Coverage, the following conditions apply:

General Liability

(a) The policy operates on a

_____ claims-made basis

_____ occurrences basis

(b) The policy contains a pollution exclusion:

_____ yes _____ no

Explain the nature of any such exclusion:

(c) The policy contains any other exclusion which might affect coverage under this contract:

_____ yes _____ no

Explain the nature of any such exclusion:

(d) The policy limits are:

_____ site-specific and the policy covers only work under this contract

_____ general and the policy covers other work done by the contractor

(e) The policy covers the cost of defense against claims:

_____ yes _____ no

Pollution Liability

(a) The policy operates on a:

_____ claims-made basis

_____ occurrences basis

(b) The policy contains any other exclusion which might affect coverage under this contract:

_____ yes _____ no

Explain the nature of any such exclusion:

(c) The policy limits are:

_____ site-specific and the policy covers only work under this contract

_____ general and the policy covers other work done by the contractor

(d) The policy covers the cost of defense against claims:

_____ yes _____ no

Date

(Signature)

(Name Typed or Printed)

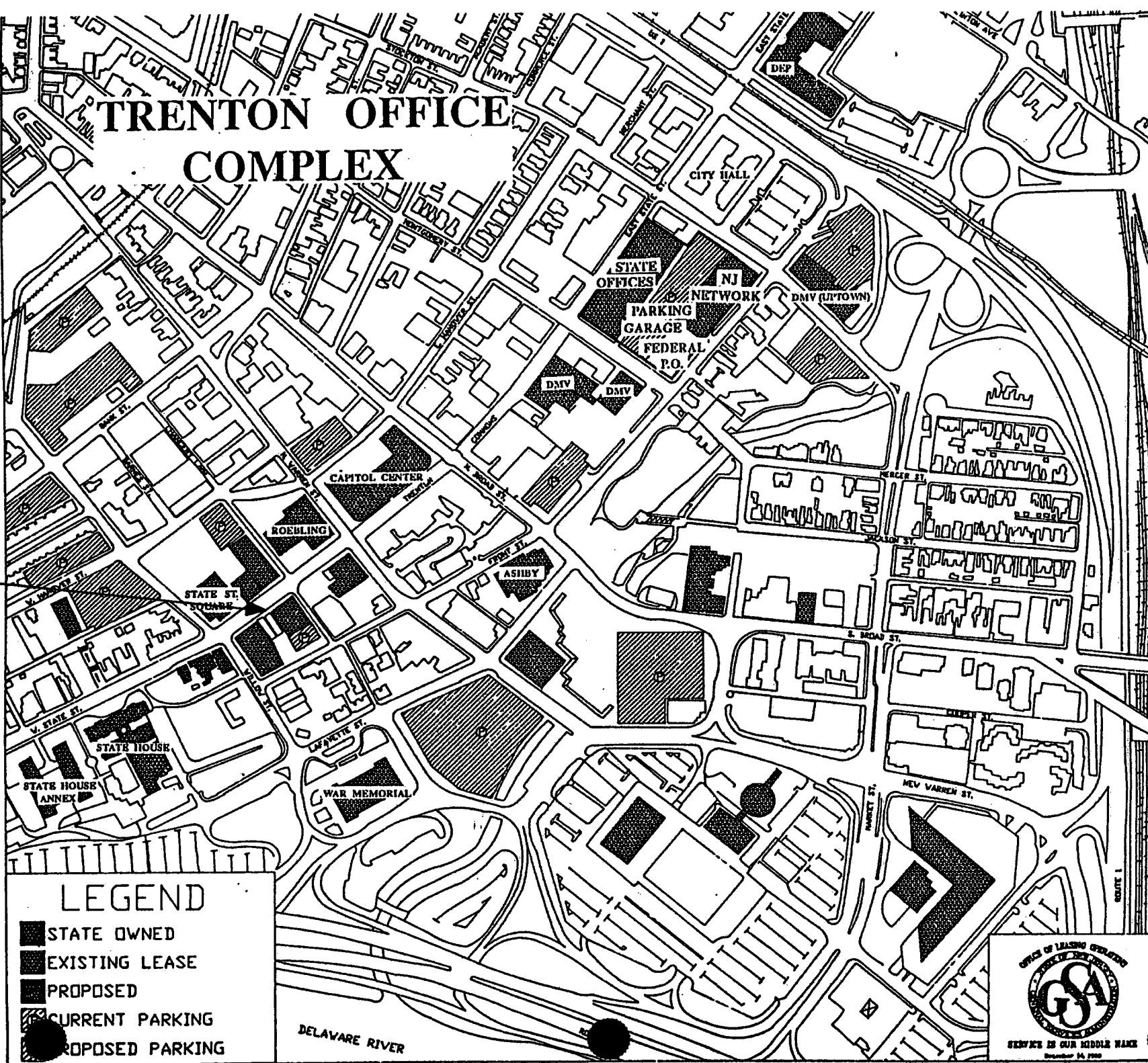
(Company)

APPENDIX 1

MAP OF TRENTON

TRENTON OFFICE COMPLEX

Purchase
Bureau



LEGEND

- STATE OWNED
- EXISTING LEASE
- PROPOSED
- CURRENT PARKING
- PROPOSED PARKING



APPENDIX 2

DIRECTIONS TO THE SITE AND BIDDERS CONFERENCE

DIRECTIONS TO COMBE FILL SOUTH (CFS) LANDFILL. SEE MAP.

FROM SOUTH

FROM NEW JERSEY TURNPIKE

TAKE NJ TURNPIKE TO EXIT 10.

GET ON ROUTE 287 NORTH, TOWARD MORRISTOWN.

TAKE 287 TO EXIT 18B-NETCONG.

GET OFF OF 287 AND ONTO ROUTE 206 NORTH.

TAKE ROUTE 206 SOME 9 MILES TO ROUTE 24 WEST.

MAKE A LEFT HAND TURN FROM 206 NORTH ON TO 24 WEST.

LOOK FOR SIGN FOR PARKER ROAD IN ABOUT 1 1/4 MILE. (LEFT TURN).

TAKE PARKER ROAD ABOUT 1 MILE TO THE WASTE MANAGEMENT OF NORTH JERSEY FACILITY.

THE FACILITY IS LOCATED AT 50 PARKER ROAD IN CHESTER ON THE RIGHT HAND SIDE OF THE ROAD IF APPROACHED FROM THE ROUTE 206 SIDE.

FROM GARDEN STATE PARKWAY

TAKE GARDEN STATE PARKWAY TO EXIT 127.

GET ON ROUTE 287 NORTH, TOWARD MORRISTOWN.

SEE ABOVE.

FROM NORTH

FROM ROUTE 80

GET ONTO ROUTE 80 FROM VARIOUS ROUTES.

TAKE ROUTE 80 TO EXIT 27.

GET ONTO ROUTE 206 SOUTH.

GO ABOUT 8 MILES TO ROUTE 24.

MAKE A RIGHT HAND TURN ONTO ROUTE 24 WEST.

SEE ABOVE.

FROM WEST

FROM ROUTE 80

SEE ABOVE

FROM ROUTE 78

TAKE ROUTE 78 TOWARD EXITS 29/30.

GET ONTO ROUTE 287 NORTH.

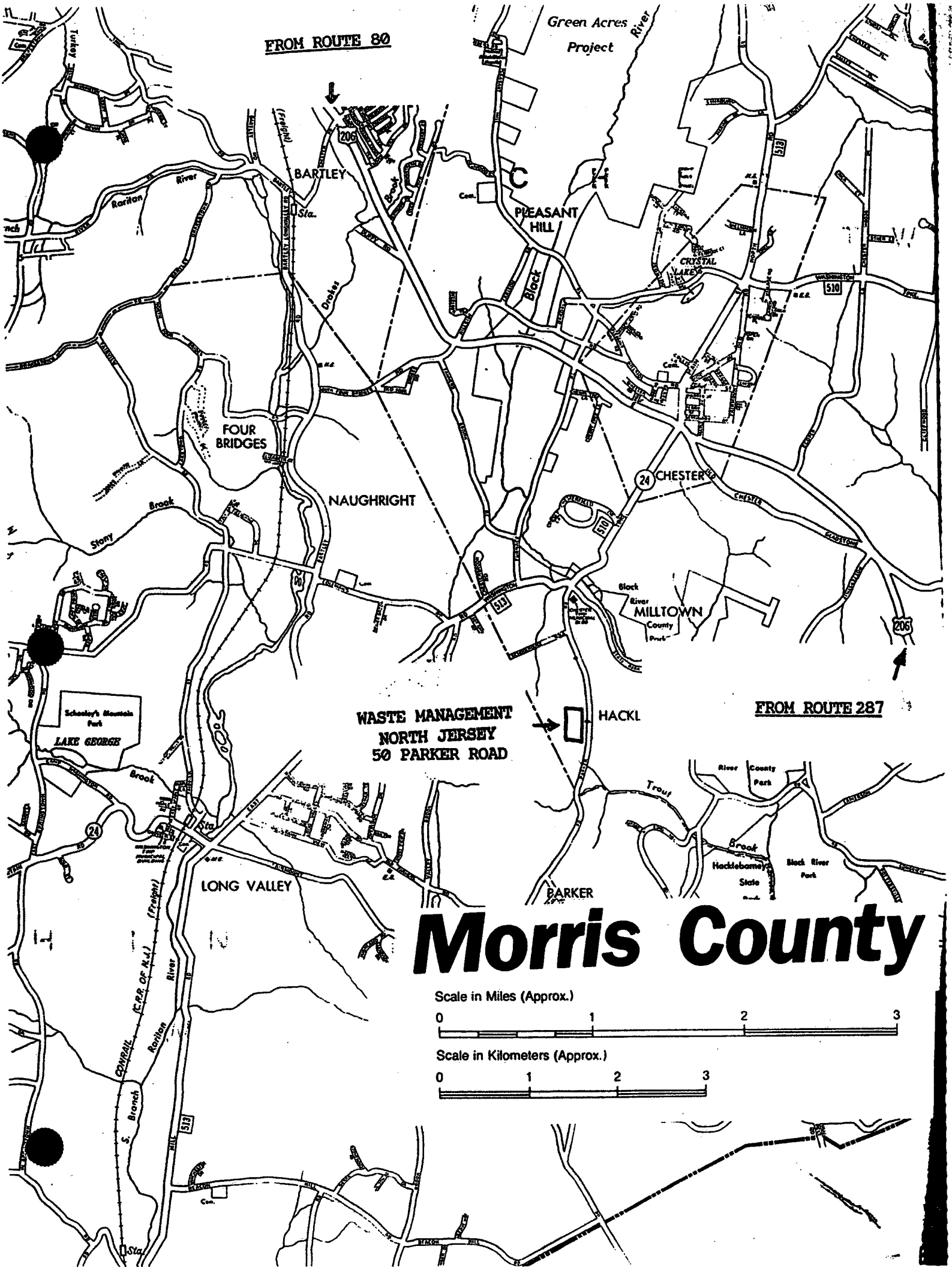
TAKE 287 TO EXIT 18B-NETCONG.

GET OFF OF 287 AND ONTO ROUTE 206 NORTH.

SEE ABOVE.

FROM EAST

TAKE ANY OF ROUTES 80, 78 OR 287 AND PROCEED AS ABOVE.





DIRECTIONS TO THE WAR MEMORIAL



Administration
609/984-8484

Box Office
609/984-8400

FROM PENNSYLVANIA, VIA ROUTE ONE

- Cross Delaware River on toll bridge
- Exit at Route 29
- Right onto Route 29 North (toward Lambertville)
- Exit at Willow St
- The War Memorial will be straight ahead at foot of ramp

FROM POINTS SOUTH, VIA ROUTE 29

- Exit at Willow St
- The War Memorial will be straight ahead at foot of ramp

FROM POINTS SOUTH, VIA ROUTE 206

- Follow Route 206 (South Broad St) about 4 miles from junction of Route I-195 to intersection of Broad St & Market St
- Cross Market St (Mercer Co. Courthouse will be on your left)
- Left onto Lafayette St (follow signs for Route 29)
- Go 2 blocks, The War Memorial will be ahead on your left

FROM POINTS SOUTH, VIA NJ TURNPIKE

- Take Exit 7A
- Take I-195 West to Exit 2
- Follow Route 206 North (South Broad St) about 2 miles
- Left onto Route 650 (Laylor St), follow signs to Rte 29
- Right at end of Laylor St, follow signs to Route 29
- Road will become John Fitch Parkway (Route 29)
- Exit at Willow St
- The War Memorial will be straight ahead at foot of ramp

FROM SHORE POINTS, VIA ROUTE I-195

- Take Exit 2
- Follow Route 206 North (South Broad St) about 2 miles
- Left onto Route 650 (Laylor St), follow signs to Rte 29
- Right at end of Laylor St, follow signs to Route 29
- Road will become John Fitch Parkway (Route 29)
- Exit at Willow St
- The War Memorial will be straight ahead at foot of ramp

FROM POINTS NORTH, VIA ROUTE ONE

- Exit at Front St/State St
- Left at stop sign onto Front St
- At 4th light, left onto Warren St
- At 1st light, right onto Lafayette St
- Go 1 block, The War Memorial will be ahead on your left

FROM POINTS NORTH, VIA ROUTE 29

- Exit at Willow St (Note: this is a LEFT exit)
- The War Memorial will be straight ahead at foot of ramp

FROM POINTS NORTH, VIA NJ TURNPIKE

- Exit at New Brunswick (Exit 9)
- Take Route 18 North for about 1 mile
- Take Route One South for about 25 miles
- Stay on Route One (left fork) when it separates from Alternate Route One (right fork)
- Exit at Front St/State St
- Left at stop sign onto Front St
- At 4th light, left onto Warren St
- At 1st light, right onto Lafayette St
- Go 1 block, The War Memorial will be ahead on your left

FROM HIGHTSTOWN, VIA ROUTES 33 & 130

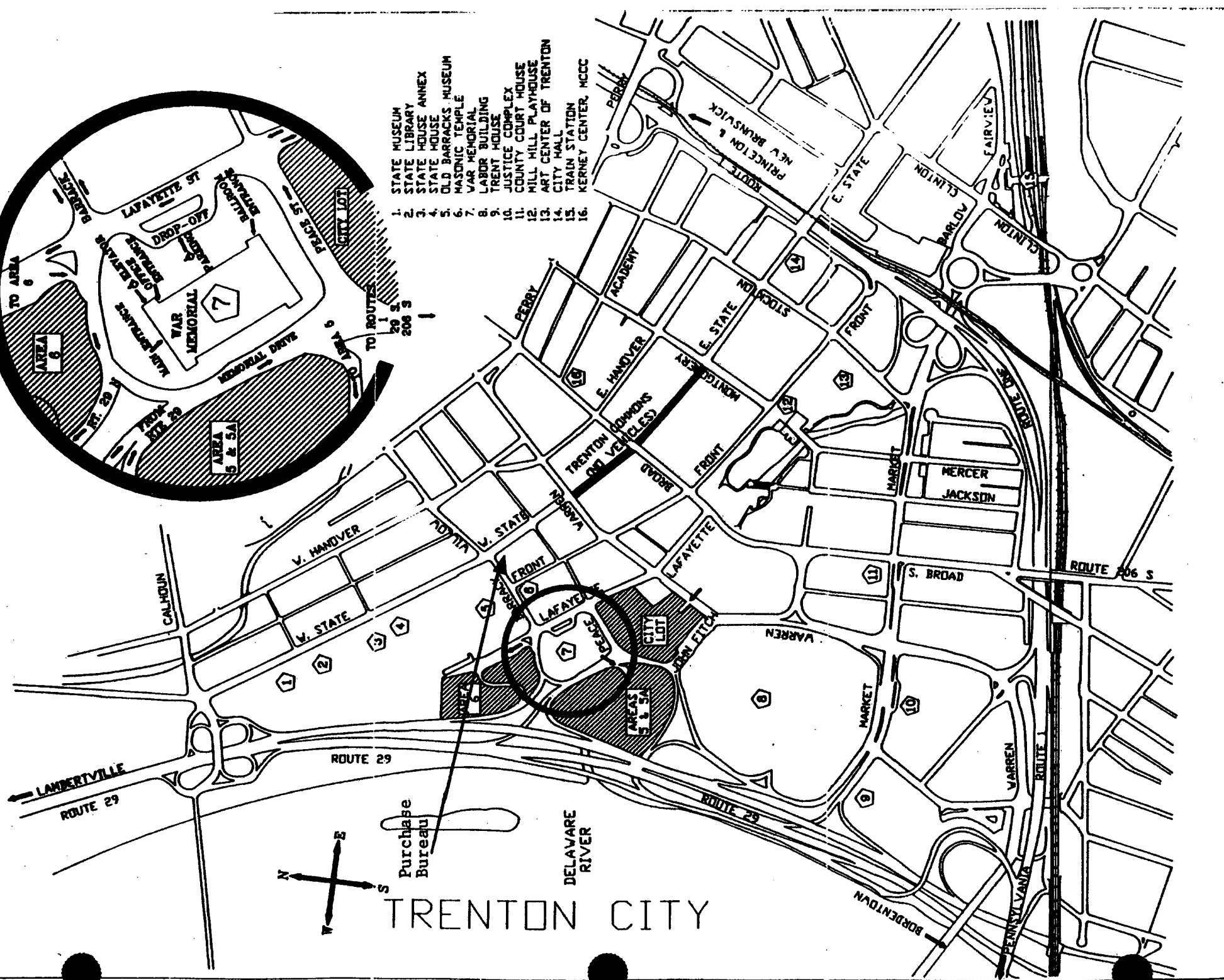
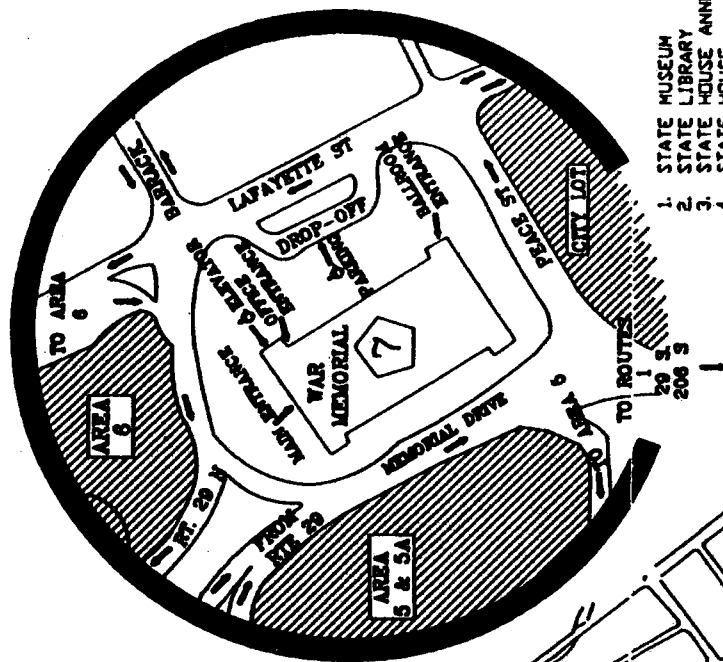
- Take Route 130/33 to Robbinsville
- Right onto Route 33
- Follow Route 33 to left fork for Hamilton Ave
- At foot of Hamilton Ave, right onto Broad St
- At 2nd light, cross Market St (Mercer Co. Courthouse will be on your left)
- Left onto Lafayette St (follow signs for Route 29)
- Go 2 blocks, The War Memorial will be ahead on your left

FROM THE TRENTON RAILROAD STATION

- Left onto Fairview Ave, cross Clinton
- Enter traffic circle, travel half way round
- Take 2nd exit onto Market St, cross under Route One
- At 4th light, right onto Broad St (Route 206 North)
- Left onto Lafayette St (follow signs for Route 29)
- Go 2 blocks, The War Memorial will be ahead on your left

ON WEEKENDS, HOLIDAYS, AND AFTER 5:00 PM ON WEEKDAYS, FREE PARKING IS AVAILABLE IN STATE PARKING AREAS 5, 5A & 6, AND IN THE CITY LOT WITH AN ENTRANCE ON WARREN STREET. (Please see map)

1. STATE MUSEUM
2. STATE LIBRARY
3. STATE HOUSE ANNEX
4. STATE HOUSE
5. OLD BARRACKS MUSEUM
6. MASONIC TEMPLE
7. WAR MEMORIAL
8. LABOR BUILDING
9. TRENT HOUSE
10. JUSTICE COMPLEX
11. COUNTY COURT HOUSE
12. MILL HILL PLAYHOUSE
13. ART CENTER OF TRENTON
14. CITY HALL
15. TRAIN STATION
16. KERNEY CENTER, MCCC



Purchase
Bureau

TRENTON CITY

APPENDIX 3

COMMUNITY RELATIONS PLAN

* TO BE DISTRIBUTED AT BIDDERS CONFERENCE *

APPENDIX 4

U.S. DEPARTMENT OF LABOR WAGE RATES

* TO BE DISTRIBUTED AT BIDDERS CONFERENCE *

APPENDIX 5

N.J. PREVAILING WAGE RATES

* TO BE DISTRIBUTED AT BIDDERS CONFERENCE *

APPENDIX 6

EPA INDEMNIFICATION CLAUSE

APPENDIX

EPA INDEMNIFICATION CLAUSE

- (1) Pursuant to Section 119 of CERCLA, the EPA will hold harmless and indemnify the Contractor against any third party liability (including the expenses of litigation or settlement) for negligence arising out of the Contractor's performance under this contract in carrying out response action activities. Such indemnification shall apply only to liability not compensated by insurance or otherwise and shall apply only to liability which results from a release of any hazardous substance or pollutant or contaminant if such release arises out of the response action activities of this contract. Further, any liability within the deductible amounts of the Contractor's insurance required by this contract will not be covered by this clause. The Clause will be modified by the mutual agreement of the parties hereto within 180 days of the EPA's promulgation of final guidelines for carrying out the provisions of Section 119 (CERCLA).
 - (A) The Contractor shall submit to the State Contracting Officer within 30 days of award a written statement from an insurance broker stating that the Contractor has attempted to secure pollution liability coverage from insurance carriers in the past six months;
 - (B) If the Contractor has secured pollution liability coverage, it must submit a copy of the policy and declaration page to the State Contracting Officer; and
 - (C) Every twelve months, or as directed by the EPA, the Contractor shall submit to the State Contracting Officer written documentation of the additional efforts made by the contractor to secure pollution liability insurance coverage, including:
 - o Copies of applications to three known underwriters of pollution liability insurance;
 - o A status report of any pollution liability insurance obtained, to include type of coverage, premium charged, limits of coverage, deductibles and major terms and conditions of coverage (e.g., a copy of the actual declaration page could be provided in lieu of a status report);
 - o If pollution liability coverage was offered by an underwriter, but not accepted by the RAC, a report on the insurance offered (such as the "status report" required above), and a summary of the reasons why such coverage was not accepted;
 - o If pollution liability coverage was rejected by the underwriter, a summary of the reasons why such coverage was denied; and

- o A status report on what alternative pollution liability risk transfer mechanisms the contractor has pursued other than commercial pollution liability insurance (e.g., captives, letters of credit, group purchasing of insurance, etc.).
- (2) For purposes of this clause, the EPA will hold harmless and indemnify the Contractor for liability described herein to the extent such liability exceeds \$100,000.00.
 - (3) The Contractor shall not be reimbursed for liabilities as defined herein (including the expenses of litigation or settlement) that were caused by the conduct of the Contractor (including any conduct of its directors, managers, staff, representatives or employees) which was grossly negligent, constituted intentional misconduct, or demonstrated a lack of good faith. Further, the Contractor shall not be indemnified for liability arising under strict tort liability, or any other basis of liability other than negligence.
 - (4) The EPA may discharge its liability under this contract clause by making payments directly to the Contractor or directly to parties to whom the Contractor may be liable.
 - (5) With prior written approval of the State Contracting Officer, the Contractor may include in any subcontract under this contract the same provisions in this clause whereby the Contractor shall indemnify the subcontractor. Such a subcontract shall provide the same rights and duties and the same provisions for notice, furnishings of evidence or proof, and the like, between the Contractor and the subcontractor as are established by this clause. Similar indemnification may be provided for subcontractors at any time upon the same terms and conditions. Subcontracts providing for indemnification within the purview of this contract clause shall provide for prompt notification to the Contractor which is covered by this contract clause, and shall entitle the EPA, at its election, to control, or assist in the settlement or defense of any such claim or action. The EPA will indemnify the Contractor with respect to his obligation to subcontractors under such subcontract provisions. The EPA may discharge its obligations under this paragraph by making payments directly to subcontractors or to parties to whom the subcontractors may be liable.
 - (6) If insurance coverage required or approved by the State Contracting Officer is reduced without the State Contracting Officer's approval, the liability of the EPA under this contract clause will not be increased by reason of such reduction.
 - (7) The Contractor shall:
 - o Promptly notify the Assistant Administrator, OSWER, EPA of any claim or action against the Contractor or any subcontractor which reasonably may be expected to involve indemnification under this contract clause.

- o Furnish evidence or proof of any claim covered by this contract clause in the manner and form required by the EPA.
 - o Immediately furnish the EPA copies of all pertinent papers received by the Contractor. The EPA may direct, control, or assist the settlement or defense of any such claim or action. The Contractor shall comply with the EPA's directions, and execute any authorization required in regard to such settlement or defense.
 - o Submit any disagreements concerning EPA indemnification to the Assistant Administrator, OSWER, EPA for resolution. Decision by the Assistant Administrator will constitute final Agency action.
- (8) Reimbursement for any liabilities under this contract clause is available exclusively from the EPA and will not exceed appropriations available from CERCLA's Hazardous Substance Superfund (except to the extent that Congress may make appropriations to specifically fund any deficiencies) at the time such liabilities are represented by final judgement or by settlements approved in writing by the EPA.
- (9) Nothing in this clause shall be construed as an indemnification agreement between the State and the Contractor.
- (10) Nothing in this contract shall be construed to create, either expressly or by implication, any contractual relationship between EPA and the Contractor except as specifically provided in this clause. EPA is not authorized to represent or act on behalf of the State in any manner relating to this contract and has no responsibility with regard to the mutual obligations of the State and the Contractor as provided herein.